



dated *8th October* 2021

Richmond Housing Partnership Limited

and

RHP Develop Limited

and

Hill Residential Limited

and

Hill Holdings Limited

Agreement for lease and development

in relation to land at Ham Close

5 Aug and further updated 8 Sept

*Endorsement - amended as
per a Deed of Variation
21 October
2021*

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Agreement for lease and development

dated 8th October 2021

Parties

- (1) **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**);
- (2) **RHP Develop Limited** (company registration number 11280666) and whose registered office is at 8 Waldegrave Road, Teddington TW11 8GT (**RDL**);
- (3) **Hill Residential Limited** (company registration number 04251718 whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN (the **Developer**); and
- (4) **Hill Holdings Limited** (company registration number 04202304) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN (the **Guarantor**).

Agreed terms

1 Definitions and interpretation

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

Affordable Housing Deposit means £1.00 (one pound);

Affordable Housing Land Price means 20% of Affordable Housing Package Price inclusive of VAT;

Affordable Housing Package Price means for each Phase together the Affordable Housing Land Price and the Affordable Housing Works Price inclusive of VAT and calculated in accordance with the matrix set out in Appendix 17;

Affordable Housing Works Price means the Affordable Housing Package Price less the Affordable Housing Land Price inclusive of VAT;

Affordable Housing Underlease means the underlease(s) of the Affordable Housing Units in a form to be agreed between RHP and the Developer (both acting reasonably) with any dispute as to the form and content of the Affordable Housing Underlease to be determined by an Independent Person pursuant to clause 29;

Affordable Housing Units means the residential accommodation constructed or to be constructed on the Estate as part of the RDL Works to be used as affordable housing (as defined in the National Planning Policy Framework);

Agreed Form means the form of document agreed in writing between RDL and the Developer acting reasonably, whether before, on or after the date of this Agreement;

AH LADs Sum means a weekly sum of £135 per week or part week for each Affordable Housing Unit for which Planning Permission has been obtained in accordance with this Agreement and forming the RDL Works;

AH LADs Commencement Date means the date falling 4 months after the RDL Works Target Date (as extended by a Delaying Event);

Appeal means an appeal to the Secretary of State in accordance with the provisions of Section 78 Planning Act against a refusal or deemed refusal or the non-determination of a planning application or the grant of a Planning Permission that does not satisfy the Planning Condition;

Application Design means the design which is the subject of the Planning Application and which will be developed from the Base Design in accordance with this Agreement;

Application for Payment means an application for payment in respect of the Affordable Housing Works Price and the CF Works Price due under this Agreement for Works properly completed (or any Retention due) since the previous Application for Payment (or in the case of the first Application, from the commencement of the RDL Works or in respect of the Community Facility Works from the CF Payment Trigger Date) and which must include:

- (a) a full breakdown of activities undertaken;
- (b) a deduction for: applicable Retention, any payments already made by RHP or RDL and any others sums properly deductible under the Agreement or at law;
- (c) any additions to the Affordable Housing Works Price of CF Works Price permitted in accordance with this Agreement;

Appointment(s) means the appointments of the Professional Team subject to RDL's and RHP's approval (not to be unreasonably withheld or delayed);

Approved Funder means any person whom the Developer enters into or has entered into any agreement with for the provision of finance and/or re-finance written notice of which has been given to RHP providing full contact details for the Funder provided that such person is not a Prohibited Person and shall apply both where there is a single lender or on the basis that the Approved Funder will hold its security by way of security agent for and on behalf of syndicated lenders;

Architect means bptw of 40 Norman Road, London SE10 9QX or such replacement architect(s) as the Developer may appoint in connection with the ~~RDL~~ Works from time to time subject to RHP's approval (not to be unreasonably withheld or delayed);

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Base Design means the plans and drawings copies of which are attached at Appendix 6 and as may be varied in accordance with this Agreement;

Building Contract means the building contract(s) entered into between the Developer and the Contractor relating to the RDL Works, the Makerlab Works, the Developer Works and Community Facility Works which will be a JCT design and build 2016 contract and

which contracts include the requirements of clause of the 30.6 of the Land Sale Agreement;

Building Lease means a lease of each Phase to be granted by RHP to the Developer for a term of 990 years substantially in the form set out in Appendix 8;

Building Lease Completion Date the Phase 1 Completion Date, the Phase 2 Completion Date or Phase 3 Completion Date (as the case may be);

Call-In means a call-in of a Planning Application by the Mayor or by the Secretary of State acting under section 77 or 79 Planning Act;

CDM Regulations means the Construction (Design and Management) Regulations 2015;

Certifier shall have the meaning given in the Collaboration Agreement;

CF Curtilage means the land shown yellow on the Plan at Appendix 16 (and for avoidance of doubt referred to as the CF Plot in the Land Sale Agreement);

CF LAD Sum means a weekly sum of £787 per week or part week for the Community Facilities forming the Community Facility Works (and which the Parties agree comprised £47 per week or part week for the Makerlab and £740 per week or part week for the Community Facility);

CF Payment Trigger Date means:

- (a) in the event clause 6.2.1 applies, the date on which a Start on Site is achieved in relation to the Community Facility Works; or
- (b) in the event clause 6.2.2 applies the date on which a lease of the Community Facilities is granted to RHP, or to the Council (as RHP's direction);

CF Plot means that part of the Estate on which the Community Facilities are to be constructed and as indicatively shown in the Base Design;

CF Works Fix Price means the sum at which the cost of the Community Facility Works is fixed as a result of the process in clause 9 and which shall not exceed the Maximum Price or such higher figure if there are additional sums payable by RDL occasioned by variations pursuant to clause 16 hereof;

CF Works Price means the costs properly due and payable to the Contractor under the Building Contract (on an open book basis) for the design and construction of the Community Facility to the Base Design up to the Maximum Price or such higher figure if there are additional sums payable by RDL occasioned by variations pursuant to clause 16 hereof and which shall pursuant to clause 9 be fixed and thereafter be the CF Works Fix Price;

Chargeable Development has the meaning ascribed to it in CIL Regulation 9 and which comprises the Estate;

CIL means Community Infrastructure Levy payable under the CIL Regulations;

CIL Liability means a sum equal to such liability or potential liability in relation to CIL for the Chargeable Development or any part or parts of it;

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;

Collaboration Agreement means the Collaboration Agreement of even date and made between (1) Richmond Housing Partnership Limited and (2) London Borough of Richmond upon Thames;

Collateral Warranties means together the Professional Team Warranties, the Contractor Warranty and the Sub-Contractor Warranties in the form at Appendix 4 (or such other form as may be approved by RDL and RHP) and with such amendments as are reasonably and properly required to regulate step in as between the Council, RHP and/or RDL and any Funder;

Commence has the same meaning ascribed to 'commencement of development' in Regulation 7 of the CIL Regulations;

Compensation Sum means the sum calculated in accordance with the formula below:

$$\text{Compensation Sum} = A - (B + C)$$

Where:

A = lower of

- (i) Market Value of the Property at the date of termination; or
- (ii) costs incurred by the Developer as at the date of termination (including all costs committed but not yet spent and for the avoidance of doubt including any Premium(s) paid and any Stamp Duty Land Tax paid on such Premium(s));

B = the reasonable costs incurred by RHP as a consequence of termination but excluding all recoverable VAT; and

C = any monies paid by RHP or RDL in consideration of the Affordable Housing Units or the Community Facility;

Community Facility/Facilities means the building or buildings to be constructed on the Property in accordance with the Planning Permission and as required in accordance with the Collaboration Agreement and which is not part of the RDL Works or the Developer Works and which as a minimum, will comprise 612.3 square metres net internal area, 796.5 square metres gross external area, together with external space together not less than 1266.5 square metres (each as defined in the RICS Code of Measuring Practice 6th Edition); **Community Facility Specification** means the specification for the Community Facility Works as attached at Appendix 2C and as varied, altered, substituted and/or added to from time to time in accordance with the provisions of this Agreement;

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Community Facility Works means the design and construction and rectification of defects of the Community Facility and the Makerlab in accordance with the Planning Permission and the Community Facility Specification and terms of this Agreement;

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Community Facility Works Longstop Date means 34 months from and including the Construction Commencement Date on Phase 1 or as extended in accordance with clause ~~14.9~~; *14.10*

Community Facility Works Target Date means 16 months from and including the Construction Commencement Date on Phase 1 or as extended by any Delaying Event pursuant clause 14.9;

Conditions means the Standard Commercial Conditions of Sale (Third Edition);

Conditions Precedent means the Developer's Conditions Precedent and RHP's Conditions Precedent;

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Conditions Precedent Longstop Date means 30 ^{September} ~~June~~ 2022;
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Construction Commencement Date means in respect of each Phase the later of:

- (a) the date being six months after the Planning Condition Satisfaction Date; or
- (b) where the Vacant Possession Condition has not been satisfied by the Planning Condition Satisfaction Date, the date being six months after the Vacant Possession Satisfaction Date for the relevant Phase; or
- (c) the date of grant of the Building Lease for the relevant Phase;

provided always that in respect of Phase 1 the Construction Commencement Date must occur prior to 1 December 2022 and further provided that where the Developer commences construction on a relevant Phase (by undertaking the works comprising Start on Site but not otherwise) prior to such date (which it shall be entitled to do) the date on which it actually commences construction on that Phase shall be the Construction Commencement Date;

Construction Protocol means a protocol pursuant to which the Developer will carry out the Works as attached at Appendix 9;

Contractor means Hill Partnerships Limited (registered company number 02599073) or such other replacement contractor, subject to RDL's and RHP's approval (not to be unreasonably withheld or delayed), for the purposes of carrying out and completing the Works;

Contract Documents means together this Agreement the Schedule and Appendices;

Contract Rate means 4% above the base rate set by the Bank of England;

Contractor Warranty means the form of warranty to be entered into by the Contractor substantially in the form attached at Appendix 4 (or such other form as may be approved by RDL and RHP);

Council means London Borough of Richmond upon Thames;

Council Land means the land to be acquired by RHP from the Council pursuant to the Land Sale Agreement;

Council's Representative means a duly qualified representative of, or on behalf of the Council that the Council may appoint in connection with the Community Facility Works;

Counsel means leading counsel experienced in planning matters similar to the Development of not less than ten years call;

Cover Note means written confirmation in the form of the standard cover note (or equivalent) issued by the Latent Defects Insurer that the relevant parts of the RDL Works, the Developer Works, Makerlab Works and Community Facility Works (as the case may be) has the benefit of the Latent Defects Insurance;

Dangerous Substances means any substance (whether in the form of a solid liquid gas or vapour) the presence generation transportation storage treatment use of and/or disposal of which (whether alone or in combination with any substance) gives rise to a risk of causing harm to human health comfort or safety or harm to any other living organism or causing damage or harm to the environment and/or any property and/or giving rise to any obligation to remove remediate make safe or harmless imposed by any environmental authority;

Decision Notice means a grant of Planning Permission pursuant to a Planning Application and/or an Appeal and/or following a Call-In and a Planning Refusal;

Deed of Adherence means the Deed of Adherence entered into in accordance with the Collaboration Agreement and in the form attached at Appendix 3;

Deed of Variation means the deed of variation to the Building Lease in the form at Appendix 14;

Defects mean all and any outstanding works, defects, shrinkage, faults (including those caused by frost, heat or similar), snags and/or omissions in the Works;

Defects Liability Period means the period of 24 months from and including Practical Completion of the last Section of the RDL Works on a Phase or Community Facility Works or Developer Works on a Phase (as applicable);

Defects Protocol means the protocol set out in the RDL Works Specification;

Defects Response Times means those periods set out in the Defects Protocol;

Delaying Event means any delay caused by:

- (a) an event for which the Contractor is entitled to an extension of time under the Building Contract save where any delay is the result of any breach, impediment, prevention or default (whether by act or omission) by the Developer or any of its employees, contractors, sub-contractors and/or agents provided always that the Developer has used reasonable endeavours to minimise any disruption or delay;

- (b) a RDL Variation is incorporated in to the Works which causes delay to the Works and entitles the Contractor to an extension of time under the Building Contract;
- (c) the opening up of the Development where the inspection or testing shows that the materials, goods or work are in accordance with this Agreement;
- (d) any material delay by RHP or RDL in granting or otherwise withholding approval where provided for in this Agreement Provided That all information that RHP or RDL require to consider such approval was provided;
- (e) any delay arising as a result of any breach, non-performance or non-observance by RHP or RDL of its obligations in this Agreement;
- (f) any Town Planning or Building Regulations refusal or restriction which is to be obtained by or for which compliance with is the responsibility of RHP;
- (g) any delay by a statutory undertaker or service provider in entering into agreements or to install or remove equipment to accommodate and/or serve the Development;
- (h) a Pandemic Related Matter; and
- (i) any delay by the Council in complying with its obligations under the Land Sale Agreement and/or the Collaboration Agreement (including but not limited to the granting vacant possession of any part of the Estate and/or the provision of consents and approvals by the Council including as to any approval of a Phase Variation (as the same is defined in the Land Sale Agreement));

Provided That

- i any extension pursuant to Delay Events (d) and /or (e) shall not exceed 2 years; and
- ii if more than one of the events above have caused or contributed to the same delay, there shall only be one extension hereunder, that is to say there shall be no double-counting of extensions of time hereunder.

Deleterious Materials means any materials that:

- (a) do not conform with UK Designated Standards or codes of practice (or where no such standards exist do not conform which the British Board of Agreement Certificate); and/or
- (b) are generally known to be deleterious in the particular circumstances in which they are specified for use and/or used to health, safety and/or the durability of the buildings and/or structures; and/or

- (c) do not comply with the guidance by the British Property Federation and British Council for Offices current to the time of undertaking the applicable Works entitled 'Good Practice in the Selection of Construction Materials'; and/or
- (d) anything specifically referred to as deleterious in the Fire Strategy;

Design Evolution Protocol means a protocol pursuant to which the Developer will work with RHP to develop the Base Design into the Application Design as attached at Appendix 9;

Developer's Conditions Precedent means:

- (a) the Planning Condition; and
- (b) the Viability Condition; and
- (c) the Title Insurance Condition; and
- (d) the Stopping Up Condition;

Developer's Solicitors means DAC Beachcroft LLP of 25 Walbrook London EC4N 8AF (reference Hill164/1554771) or such other solicitors notified by the Developer to RHP from time to time;

Developer Works means the design and construction and rectification of defects of the ~~Developer Building(s)~~ in accordance with the Planning Permission and the Developer Works Specification and terms of this Agreement;

Developer Works Specification means the specification for the Developer Works as attached at Appendix 2B to include leaseholder options as to kitchens, bathrooms finishes etc. as varied, altered, substituted and/or added to from time to time in accordance with the provisions of this Agreement;

Development means the development on the Estate of the RDL Works, the Community Facility Works, the Makerlab Works and the Developer Works;

Development Principles means the principles set out in clause 2 of the Collaboration Agreement;

Discharge Document means a Land Registry Form DS1, DS3 or a consent to dealing to permit the grant of the Building Lease free of any financial charge;

Documents means all drawings plans models specifications reports calculations charts diagrams sketches (including without limitation any such items retained on or in any computer software or other electronic medium) and other works prepared conceived or developed by or on behalf of the Developer in the course of or as result of preparing the Planning Application and the carrying out the RDL Works and/or the Developer Works and/or the Community Facility Works, Makerlab Works whether in existence or to be made or produced and including all amendments additions and all designs ideas concepts and inventions contained in them;

Dwelling(s) means any house, flat or maisonette to be constructed as part of the Works;

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 ← Those
 Dwellings
 to be
 developed
 by the
 Developer.

Environmental Information means (if any) the contents of any reply and other written material or information disclosed or communicated to RHP or other professional consultants employed by RHP by or on behalf of the Developer with regard to the condition of the Property and/or the presence of any Dangerous Substances in or about the Property in or about any structure and/or concerning the effect or likely effect of any remedial work which has been or should have been carried out;

Environmental Law means any European Community or UK law legislation statutory instrument regulation or the like and any rules decision or requirement of the common law in each case relating to:

- (a) the protection of the environment;
- (b) matters affecting the health or wellbeing of humans and/or any other living organism or eco system and/or any harm or damage to property; or
- (c) the disposal spillage release omission or migration of Dangerous Substances;

Environmental Liabilities means any liabilities fines costs expenses and the like suffered or incurred now or in the future under Environmental Law relating to the Property;

Estate means the land within RHP's ownership and registered under the Title Numbers and also the Council Land together as shown edged red on the Plan 1 at Appendix 1 and to include any additional land that the parties agree should be included;

Financial Model means the Developer's Financial Model the version of which based on the Base Design at the date of this Agreement is annexed at Appendix 7 and to be updated in accordance with this Agreement;

Final Financial Model means the Financial Model submitted by the Developer pursuant to clause 2.4;

Financially Viable means that the Development is financially viable by reference to an update to the Financial Model and which demonstrates that:

- (a) that the Developer's estimated gross profit is equal to or exceeds 17.51% of the overall income arising from the Development; and
- (b) the Developer is likely to achieve a ROCE of no less than 32.59%;

Fire Strategy means the fire strategy as set out in Appendix 15 or as otherwise agreed with RDL;

First Payment means the sum of £9,575,000 (exclusive of VAT (if any)) credit being given for the Costs payment made pursuant to clause 49 hereof;

Funder means an Approved Funder providing finance to the Developer in respect of the Development;

Golden Brick means in relation to the grant of each Affordable Housing Underlease:

(a) where it comprises houses, that the foundations are at least one level of Brick Course above foundation level of the houses to be constructed; and

(b) where if comprises flats the works are at ground floor slab,

so as to comprise a partially constructed dwelling as referred to in paragraph 4.7.4 of HM Revenue and Customs Notice 708 (November 2011);

Group Entity means any company or entity being a subsidiary parent or a subsidiary of the parent company or entity of RHP;

Hatch House means the property and curtilage known as Hatch House shown on the plan annexed at Appendix 11 and identified as "Hatch House";

Housing Unit Transfer means the freehold transfer of an Practically Completed individual Dwelling with full title guarantee where the Developer Works comprises a house and the form of transfer shall be agreed between RHP and the Developer (both acting reasonably) following the Unconditional Date;

Independent Person means a person with the attributes described in clause 29;

Insolvency Event means in relation to any party, any of the following events:

(a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;

(c) it applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;

- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed over it (being a company, partnership or limited liability partnership);
- (f) the holder of a qualifying floating charge over its assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;
- (h) being an individual, it is the subject of a bankruptcy petition, application or order;
- (i) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten working days;
- (j) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive);
- (k) in relation to a company (or if more than one company then any one of them): or
- (l) in relation to a party who is a partnership, the dissolution thereof;

LADs Sum means the AH LADs Sum or the CF LADs Sum (as applicable);

Landscape Architect means such landscape architect that the Developer may appoint in connection with the Works and subject to RDL's approval (not to be unreasonably withheld or delayed);

Latent Defects Insurance means a policy of latent defects insurance to be provided by the Developer in respect of the RDL Works, the Makerlab Works and the Community Facilities and which shall be NHBC 10 + 2 years cover (to include Developer insolvency cover, professional fees and contamination in each case with no excess) or such other reputable provider of insurance policies in the London insurance market as RHP and RDL shall agree (acting reasonably and without undue delay);

Latent Defects Insurer means the party providing Latent Defects Insurance;

Latent Defects Insurer's Requirements means the requirements of the Latent Defects Insurer;

Land Sale Agreement means the Land Sale Agreement entered into between (1) RHP and (2) the Council in accordance with the Collaboration Agreement;

Local Planning Authority means the local planning authority for the area in which the Estate is located;

Makerlab a space of not less than 107.4 square metres net internal area, 139.6 square metres gross external area, together with external space together not less than 185.2 square metres (each as defined in the RICS Code of Measuring Practice 6th Edition) for volunteers to undertake recycling, DIY and craft activities for the benefit of local people;

Makerlab^{Works} Longstop Date means 18 months after the Makerlab Target Date;

Makerlab Specification means the specification attached as part of the Community Facilities Specification;

Makerlab Target Date means 16 months from and including the Construction Commencement Date for Phase 1 subject to extension pursuant to clause 14.9;

Makerlab Underlease means a lease of the Makerlab to be granted by the Developer to RHP in a form to be agreed acting reasonably;

Makerlab Works means the works to construct the Markerlab as part of the Community Facility Works ;

Market Value means the market value of the Property as valued by a jointly appointed valuer in accordance with the definition of **Market Value** at paragraph 4 of Part 4 of the RICS Valuation – Global Standards 2017 (or practice statement which supersedes this Edition) or such other valuation basis the parties agree between them;

Mayor means the Mayor of London (as established under the Greater London Authority Act 1999) for the purposes of exercising planning powers under section 2A Planning Act;

Maximum Price means £4,785,002 or such higher sum by virtue of variations in accordance with clause 16 exclusive of VAT or such other amount agreed in writing by RHP;

Mechanical & Electrical Engineer means such consultant mechanical & electrical engineer that the Developer may appoint in connection with the Works and subject to RDL's approval (not to be unreasonably withheld or delayed);

Merger Date means the date falling 30 Working Days after the later of:

- (a) expiry of the Defects Liability Period for the last of the Works on the relevant Phase;
- (b) completion of all Defects notified during the relevant Defects Liability Period; and
- (c) completion of the sale by the Developer of all Dwellings (and associated car parking) constructed as part of the Developer Works on the relevant Phase;

Merger Deed means a Land Registry form TR1 or TP1 (in a form to be agreed (both parties acting reasonably)) to be entered into between the Developer and RHP and pursuant to which the Building Lease or part thereof (as applicable) will be merged and such merger may be contained in the Housing Unit Transfer;

Onerous Conditions means a condition attached to a Planning Permission or a planning obligation required in a Planning Agreement regulating the Development or use of the Property or the Estate which contains an obligation or restriction of any one or more of the following kinds:

- (a) it makes the Planning Permission personal to the Developer or to the Developer and RHP or to RHP or limits the class of persons able to implement the Planning Permission;
- (b) it grants a temporary Planning Permission or limits in duration the period for implementation to a period less than the statutory period for implementation set down in the Planning Act or so as to limit the duration of the Planning Permission once implemented;
- (c) it limits the occupation and/or use of the whole or any part of the Estate (other than the Affordable Housing Units) to any designated occupier or class of occupier;
- (d) it prevents the carrying out and completion construction of the Developer Works and/or the RDL Works and/or the Community Facility Works without the agreement or cooperation of an independent third party which cannot be obtained on terms and/or at a cost and/or within time which is reasonable in all the circumstances;
- (e) it does not automatically release either party from its obligations under a planning obligation on disposing of its interests in the Estate or does not automatically release either party from its obligations under a planning obligation on disposing of its interests in any part of the Estate in relation to that part or which obliges it to comply with any obligations prior to implementation of the Planning Permission to which it relates (save for any obligations in relation to the payment of the reasonable and proper legal fees of the Local Planning Authority);
- (f) it restricts the commencement of the use and occupation of the Estate or any part until after the occurrence of a specified event or events outside of the Estate or any part not within the reasonable control of the Developer and/or RHP;
- (g) it restricts the commencement of the use and occupation of the Property or any part until after occupation of the rest of the Estate (but not for avoidance of doubt construction);
- (h) unless otherwise agreed in writing by RHP, that the Planning Permission restricts the number of Affordable Housing Units to be constructed as part of the RDL Works to less than 221 Affordable Housing Units;
- (i) it requires the acquisition of land or rights outside the boundary of the Estate;
- (j) it does not contain a mortgagee exclusion clause that is satisfactory to RHP and the Developer;

- (k) any matter which is an Onerous Condition as that term is defined in the Collaboration Agreement; and
- (l) it creates a restriction on the proposed development of the Property which would substantially prejudice or delay commencement of such development or completion of it beyond the date on which commencement or completion would have occurred in the absence of such restriction;

Option means the option to purchase Dwellings more particularly set out in clause 23 of this Agreement;

Option Additional Units means up to 5 Dwellings which are not required to rehouse leaseholders on the Estate but which RHP wishes to acquire for the purposes of use as affordable housing;

Option Completion Date means in respect of each Dwelling comprising the Option the later of Practical Completion of the Dwelling or the date falling 20 Working Days after service of the Option Notice and for the avoidance of doubt there shall be an Option Completion Date in respect of those Dwellings set out in each Option Notice;

Option Discount Price means 82.5% of Market Value;

Option Notice shall have the meaning as set out in clause 23.7;

Option Period means a period commencing on the date of this Agreement and ending on the earlier of:

- (a) 24 months commencing on the Construction Commencement Date for Phase 1; and
- (b) the date on which the Vacant Possession Condition has been satisfied for the Estate;

Option Property means across the course of the Development up to 30 Dwellings to satisfy the Option Property Requirements to be constructed on the Property as part of the Developer Works (and not being Affordable Housing Units) and which the Developer shall offer so that:

- (a) in Phase 1, RHP will have a choice of not less than 6 Dwellings (within the 30 total) in the following mix and available for RHP to exercise the Option::
 - i x 2 - Studio flats;
 - ii x 3 - 2 bed, 4 person flats
 - iii x1 - 3 bed, 5 person flat;
- (b) in Phase 2, RHP will have a choice of not less than 27 Dwellings (within the 30 total) in the following mix and available for RHP to exercise the Option :

- i x 1 - Studio flat;
- ii x 7 - 1 bed, 2 person flat;
- iii x 13 - 2 bed, 4 person flats;
- iv x 6- 3 bed, 5 person flats

Option Property List means a list from the Developer to RHP setting out the Dwellings to comprise the Option Property taking into account the Option Property Requirements;

Option Property Requirements means a list of the number and type (including number of bedrooms) of existing units on the Estate which remain occupied by Residents at the relevant time (and in respect of which RHP may have to offer Dwellings on the Development in order to implement its decant strategy and deliver vacant possession of the Estate) and direct detail of such at Appendix 13;

Overage means the 'Sales Overage Payment' (if any) to be calculated and paid in accordance with Schedule 2;

Pandemic Related Event: any localised or widespread occurrence of an infectious disease caused by any pathogen, whether bacterial, viral, or any other biological or natural agent;

Pandemic Related Matter: any of the following matters arising after the date of this Agreement from a Pandemic Related Event:

- (a) the implementation of mandatory public health measures by any government, local, national or supranational agency, authority, court, inspectorate, minister, ministry, regulator, official or public or statutory person (save where such measures are occasioned by any act, omission or default by the Developer or Contractor) which result in:
 - i the inability of the Developer/ Contractor to obtain sufficient labour or supervision required for such labour; or
 - ii unavoidable site closure, restricted access or amended working methods;
- (b) material shortages of plant or materials due to delays in their manufacture, importation or transportation;

Parties means RHP, RDL, the Developer and the Guarantor or any of them as the context may admit and the expression "Party" shall be interpreted accordingly;

Phase means Phase 1, Phase 2 or Phase 3 provided that the parties acknowledge that it may be necessary to revising the scope/extend of the Phases once Satisfactory Planning Permission is granted to accord with the agreed layout of the Development and agree to act reasonably in this regard;

Phase 1 means the first phase of the Development which the parties will act reasonably in ascertaining promptly following the grant of the initial Planning Permission but for the

purposes of this Agreement is shown indicatively on the Phasing Plan at Appendix 11 but subject to amendment in accordance with clause 2.17 of this Agreement;

Phase 2 means the second phase of the Development which the parties will act reasonably in ascertaining promptly following the grant of the initial Planning Permission but for the purposes of this Agreement is shown indicatively and subject to planning on the Phasing Plan at Appendix 11;

Phase 3 means the third phase of the Development which the parties will act reasonably in ascertaining promptly following the grant of the initial Planning Permission but for the purposes of this Agreement is shown indicatively and subject to planning on the Phasing Plan at Appendix 11;

Phase 1 Completion Date means the tenth Working Day after the Unconditional Date;

Phase 2 Completion Date means the tenth Working Day after the Phase 2 Conditions have been satisfied but in any event no later than 5 years after the Phase 1 Completion Date;

Phase 3 Completion Date means the tenth Working Day after the Phase 3 Conditions have been satisfied but in any event no later than 5 years after the Phase 1 Completion Date;

Phase 2 Conditions means RHP's Phase 2 Conditions and the Replacement Homes Condition in so far as in relates to Phase 2;

Phase 3 Conditions means RHP's Phase 3 Conditions and the Replacement Homes Condition in so far as in relates to Phase 3;

Phase Conditions Longstop Date means:

- (a) for Phase 2 the later of:
 - i 5 months after the satisfaction of the Replacement Homes Condition for Phase 2; and
 - ii Practical Completion of the Community Facility; and
- (b) for Phase 3, 5 months after Replacement Homes Condition for Phase 3;

Phase 1 Works such part of the Works as are to be carried out on Phase 1;

Phase 2 Works such part of the Works as are to be carried out on Phase 2;

Phase 3 Works such part of the Works as are to be carried out on Phase 3;

Phase Variation has the meaning given in the Land Sale Agreement;

Plan means the plan annexed hereto marked "Property Plan"

Planning Act means the Town and Country Planning Act 1990 and any Act of Parliament for the time being in force amending or replacing the same and all regulations and orders made thereunder;

Planning Agreement means an agreement affecting the Estate (whether or not unilateral in nature or also affecting other property) made pursuant to section 106 Planning Act and/or section 33 Local Government (Miscellaneous Provisions) Act 1982 and/or section 38 and/or section 278 Highways Act 1980 and/or section 104 Water Industries Act 1991 or an agreement with any competent authority or body relating to other services;

Planning Application means an application for the Application Design and for full planning permission for the Development in accordance with Schedule 1 of this Agreement;

Planning Condition means, subject to Schedule 1 to this Agreement, the grant of a Satisfactory Planning Permission (and any associated Planning Agreement(s) if appropriate) for the carrying out of the Development in accordance with the provisions of Schedule 1 of this Agreement;

Planning Condition Satisfaction Date means the date on which the Planning Condition is satisfied;

Planning Performance Agreement means an agreement entered into between the Developer and the Local Planning Authority to manage the Planning Application;

Planning Permission means the grant of planning permission for the Development applied for under this Agreement and pursuant to its terms, either by the Local Planning Authority, the Secretary of State or the Mayor;

Planning Protocol means the planning protocol at Appendix 9;

Planning Refusal means a refusal of a Planning Permission applied for under the provisions of this Agreement (including a deemed refusal arising under section 78(2) Planning Act);

Plans means the plans showing the Base Design as amended in accordance with this Agreement;

Practical Completion means either when the RDL Works on a Phase, or the Developer Works on a Phase, or in respect of a Dwelling (but only where such Dwelling is a house), or the Community Facility Works or the Makerlab Works (as applicable) are certified as Practically Complete under both the Building Contract and this Agreement and **Practically Complete** shall have the same meaning;

Practical Completion Certificate means any written certificate or statement of practical completion (as the context requires) issued by RDL's Representative that the works thereunder are practically complete in accordance with the terms of this Agreement;

Premium means:

- (a) for the Phase 1 Building Lease, the sum of £1.00;
- (b) for the Phase 2 Building Lease, the sum of £1.00;
- (c) for the Phase 3 Building Lease, together the First Payment and the Second Payment;

Proceedings means either of the following:

- (a) an application for judicial review under Part 54 Civil Procedure Rules 1998; or
- (b) an application pursuant to section 288 Planning Act arising from the grant of the Satisfactory Planning Permission or a Planning Refusal by the Secretary of State,

including in each case any appeals to a higher court following a judgment of a lower court;

Professional Team means the:

- (a) Architect(s);
- (b) Structural and Civil Engineer;
- (c) Mechanical & Electrical Engineer;
- (d) Landscape Architect; and
- (e) Any other consultant with design responsibility

Professional Team Warranties means the forms of warranty to be entered into by each of the Professional Team and any replacement member of the Professional Team substantially in the form attached at Appendix 4, save for such amendments as the Developer, the relevant Professional Team member and RHP and RDL may agree;

Prohibited Person means an individual or person:

- (a) which is a person incorporated in or registered in or an individual resident in a country outside England and Wales unless it or he agrees to be bound by the jurisdiction of the English Courts and in respect of which person a legal opinion from a reputable independent law firm in the relevant jurisdiction is provided in a form reasonably satisfactory to RHP (acting reasonably) relating to:
 - i the authority and capacity of the person or individual to act; and
 - ii the enforceability of the obligations of the person or individual;
- (b) which enjoys sovereign or state immunity, unless it is a department, body or agency of the United Kingdom Government or a sovereign wealth fund;
- (c) which uses funds that are derived from illegal or illegitimate activities;
- (d) which has been convicted of criminal activities (disregarding for these purposes spent convictions and convictions of an immaterial nature in the context of this Agreement) or is or has been involved in organised crime;

- (e) which is named on the Consolidated List of Terrorists maintained by the Government of the United Kingdom;
- (f) which is, or professes to be, resident in a nation state which at the relevant time is not recognised by the Government of the United Kingdom or in respect of which the Government of the United Kingdom has withdrawn or suspended diplomatic relations (for so long as such withdrawal or suspension lasts); or
- (g) who is a senior governmental or military officer or political leader of any of the countries referred to in paragraph (f) of this definition or any entity beneficially owned by such individuals or their immediate family;

Property means the land comprising Phase 1, Phase 2 and Phase 3 and more particularly edged in red on the Plan ;

Relevant Authority means the Local Planning Authority the Secretary of State the highway authorities town and parish councils gas water electricity cable television and telecommunication companies and any other authority company utility body corporation or organisation or government department or Secretary of State or Minister concerned with the grant of planning permission the control of development or the provision and adoption of any estate roads and drainage systems and drainage or the installation and provision of service installations and services or the provision of affordable housing;

Replacement Homes Condition means in respect of Phase 2 and Phase 3 only a sufficient number of Affordable Housing Units having been build and reached Practical Completion (in accordance with this Agreement) in the preceding Phase to allow for the re-homing of Residents in Phase 2 or Phase 3 (as applicable) within the Estate provided always that RHP and RDL shall pay the relevant part of the Affordable Housing Package Price in respect of such Affordable Housing Units;

Representative means:

- (a) the Funder;
- (b) an administrative receiver or receiver and manager of the Developer;
- (c) an administrator of the Developer;
- (d) a person directly or indirectly owned or controlled by the Funder; or
- (e) any other person approved in writing by RHP (such approval not to be unreasonably withheld or delayed) who satisfies the criteria of a Suitable Substitute;

Residents means the residents currently occupying Phase 1, Phase 2 and Phase 3 for which replacement homes on the Estate are to be constructed;

Retention means 3% of the Affordable Housing Works Price and 3% of the CF Works Price due to the Developer hereunder;

Requisite Consents means the Planning Permission or any other planning permissions relating to the Works, approval of reserved matters and all details pursuant thereto,

building regulation approval, fire officer approval and any other permissions, approvals, certificates and licences that may be necessary pursuant to statutory requirements or otherwise to the carrying out of the Works and if they are destroyed or damaged, the reinstatement of the Works;

RHP's Conditions Precedent means:

- (a) the Vacant Possession Condition in so far as it relates to Phase 1 only; and
- (b) the Title Condition;

RHP's Fire Assessor means such duly qualified representative of RHP that RHP or RDL may appoint to review compliance of the Works in accordance with the Fire Strategy;

RHP's Phase 2 Conditions means the Vacant Possession Condition and the Title Condition as such relates to Phase 2;

RHP's Phase 3 Conditions means the Vacant Possession Condition and the Title Condition as such relates to Phase 3;

RDL's Representative means such firm notified appointed by RHP and in connection with the RDL Works and notified to the Developer;

RHP's Solicitors means Trowers & Hamblins LLP of 3 Bunhill Row, London EC1Y 8YZ (reference: RZG.049756.00144.JAS) or such other solicitors notified by RHP to the Developer from time to time;

RDL Variation is a variation requested by RDL pursuant to the provisions of clause 10.1; T&T

RDL Works means the design construction and rectification of Defects of the Affordable Housing Units on the Estate in accordance with the RDL Works Specification in accordance with the Planning Permission and the Plans and the terms of this Agreement and which will be retained by RHP as varied by any variation permitted pursuant to this;

RDL Works Longstop Date means for each Phase the date falling 18 months after the relevant RDL Works Target Date or as extended pursuant to clause 14.10;

RDL Works Specification means the specification for the RDL Works as set out at Appendix 2A (and as attached to an email dated 24 September 2021, timed at 00:02 from Amy Shaw to Robert Lee and in the event of any discrepancy between Appendix 2A and the documents attached to the email, the email documents shall prevail) and the Makerlab Specification each as varied, altered, substituted and/or added to from time to time in accordance with the provisions of this Agreement;

RDL Works Target Date means:

- (a) for Phase 1 - 16 months from and including the Construction Commencement Date for Phase 1 subject to extension pursuant to clause 14.9;

- (b) for Phase 2 – 26 months from and including the Construction Commencement Date for Phase 2 subject to extension pursuant to clause 14.6; and
- (c) for Phase 3 – 35 months from and including the Construction Commencement Date for Phase 3 subject to extension pursuant to clause 14.6;

ROCE means the return on capital employed measured across the Development as a whole;

Sale Lease means the lease to be granted by the Developer to RHP in relation to the Option Property in such form as is to be agreed between RHP and the Developer taking into account the provisions of clause 27 of this Agreement with any dispute as to the terms or content of the Sale Lease to be determined by an Independent Person pursuant to clause 29 hereof;

Satisfactory Planning Permission means the grant of Planning Permission (applied for under this Agreement) being compliant with the terms of Schedule 1 of this Agreement and not subject to any Onerous Conditions;

Second Payment means the sum of £9,575,000 exclusive of VAT (if any);

Second Payment Date means the date which is 32 months following the Building Lease Completion Date for Phase 3;

Section means a sub phase of at least 12 Units within a Phase, or Community Facilities or the Makerlab that have reached Practical Completion as notified by the Developer to RDL in writing from time to time by reference to a plan;

Secretary of State means the Secretary of State for Communities and Local Government or other minister or office holder for the time being having the powers or entitle to exercise the powers now conferred on the Secretary of State by section 77 and 79 Planning Act or an inspector appointed by any such person;

Social Value Offer means the Developer's offer to add social value through the delivery of the Development and as detailed in Appendix 10;

Specification(s) means the RDL Works Specification and/or the Developer Works Specification and/or the Community Facility Specification and/or the Makerlab Specification (as varied pursuant to this Agreement);

Stakeholder Engagement Protocol means the Developer's proposals for engagement with residents at the Estate, the London Borough Richmond upon Thames and other interested parties attached at Appendix 9;

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) vibrofloatation, 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 Funder to RHP pursuant to clause 36.4.2 of this Agreement stating that the Funder is exercising the step-in rights under this Agreement and identifying the Representative;

Step In Period means the period of 80 Working Days commencing on the date RHP serves notice with their intention to determine this Agreement (or part of it) in accordance with clause 36;

Stopping Up Condition means the grant of a stopping up order (and the expiry of any challenge period in respect thereof):

- (a) for Phase 1 in respect of the element of roadway shown within the area hatched red on the plan annexed hereto marked "stopping up plan" at Appendix 12;
- (b) for Phase 2 in respect of the element of roadway shown within the area hatched blue on the plan annexed hereto marked "stopping up plan" at Appendix 12;
- (c) for Phase 3 in respect of the element of roadway shown within the area hatched green on the plan annexed hereto marked "stopping up plan" a Appendix 12;

Structural and Civil Engineer mean such structural and civil engineer as the Developer may appoint in connection with the Works from time to time and subject to RDL's approval (not to be unreasonably withheld or delayed);

Sub-Contract(s) means the contract between the Contractor and Sub-Contractor in relation to the Works or any part of them;

Sub-Contractor means any consultants, sub-contractors and suppliers appointed by the Contractor to undertake any material responsibility for the preparation of design for the Works;

Sub-Contractor Warranties means the forms of warranty to be entered into by the Sub-Contractors and any replacement Sub-Contractor substantially in the form attached at Appendix 4 (or such other form as approved by RHP and RDL), save for such amendments as the Developer, Sub-Contractors and RHP may agree;

Suitable Substitute means the Approved Funder or such other person approved by RHP (such approval not to be unreasonably withheld or delayed) as having the legal capacity, power and authority, financial, technical, design and project management capabilities to become a party to perform the obligations of the Developer under this Agreement and employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it and the financial standing to enable it to perform the obligations of the Developer under this Agreement and not being a Prohibited Person;

Title Condition means RHP completing the acquisition of the relevant land for the relevant Phase pursuant to the Land Sale Agreement and having all necessary

discharges, consents, certificates to enable the grant of the relevant Building Lease to the Developer on the relevant Building Lease Completion Date;

Title Insurance Condition means the Developer obtaining defective title insurance from a reputable insurer on terms and with coverage and a premium acceptable to the Developer (acting reasonably) in respect of:

- (a) restrictive covenants contained in a Transfer dated 19 January 1935 affecting title numbers TGL312337 (Entry C1), TGL190592 (Entry C1) and TGL190590 (Entry C1) and a Transfer dated 5 May 1961 affecting title number SY266816 (Entry C1);
- (b) the possessory title affecting that part of the Property registered under title number TGL537710;
- (c) potential interference of rights and unknown easements and quasi easements contained in a Transfer dated 17 July 2000 affecting title numbers TGL190588 (Entry A2 and C1), TGL190592 (Entry C2) and TGL190590 (Entry C2);
- (d) unknown restrictive covenants as referred to at Entry C1 of title number TGL537110; and
- (e) lift and shift insurance in relation to rights to install and subsequently maintain drains and sewers within the Property pursuant to Entry C3 of title number SY266816'

Title Number(s) means the land registered at the Land Registry with the following title numbers: TGL190592, TGL190588, TGL190590, TGL312351, TGL312337, SY311936, SY294801, SY266816, TGL537710 and SY220864;

Unconditional Date means the date on which the last of the Conditions Precedent is satisfied or waived in accordance with the terms of this Agreement;

Vacant Possession Condition means RHP procuring vacant possession of the relevant Phase;

Vacant Possession Satisfaction Date means the date on which the Vacant Possession Condition is satisfied for a Phase;

VAT means value added tax chargeable under the VAT Act or any tax of a similar nature which may be substituted for or levied in addition to it;

VAT Act means Value Added Tax Act 1994;

Viability Condition means confirmation from the Developer that the Development remains Financially Viable;

Works means the Phase 1 Works, the Phase 2 Works and the Phase 3 Works; and

Working Day means any day (other than a Saturday or a Sunday) on which clearing banks in the City of London are actually open for banking business during banking hours and references to Working Days shall be construed accordingly.

- 1.2 Words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the expression RHP, RDL, the Guarantor and the Developer the agreements and covenants contained in this Agreement which are expressed to be made by RHP, RDL, the Guarantor and/or the Developer (as appropriate) shall be deemed to be made by such persons jointly and severally.
- 1.3 The headings appearing in this Agreement are for reference only and shall not affect its construction.
- 1.4 References in any Schedule to numbered paragraphs are references to the relevant paragraphs in that Schedule.
- 1.5 Reference to any statute or statutory section or generally to statutes or legislation shall be taken to include every instrument, order, direction regulation, by law, permission, licence, consent, condition scheme or other matter made under it or pursuant to them.
- 1.6 In this Agreement where the context so admits words importing the masculine gender shall include also the feminine gender and vice versa and words importing the singular number shall include also the plural number and vice versa.
- 1.7 Where the consent agreement or approval of a party hereto is required (**Clearance**), such Clearance shall not be unreasonably withheld or delayed and shall be deemed to have been given if such Clearance (or substantive reasons as to why such Clearance cannot be given) has not been forthcoming within 15 Working Days of a written request for Clearance having been made Provided That if 10 Working Days of the consent, agreement or approval being sought the party seeking the such consent, agreement or approval has not received a response from the other, the party seeking such consent, agreement or approval shall resend the request (with supporting details) and copy the request to Director of Development, marking such further request "Urgent" and specifying the date by which a response is required.

2 **Conditions and Phasing**

Conditions Precedent

2.1 All of the provisions of this Agreement (other than clauses 2.1-2.5, 2.9, 2.10, 2.12, 2.14, 2.15, 2.16, 2.17, 3, 7, 9, 13, 20.1-20.10, 21, 22.2, 26.2, 26.3, 28, 29, 31, 32, 35, 37, 40, 41, 42, 45) and the provisions of Schedule 1) only apply upon the Unconditional Date occurring.

2.2 The Developer shall use reasonable endeavours to procure satisfaction of the Developer's Conditions Precedent including without limitation the Planning Condition as soon as reasonably possible after the date of this Agreement (and in the case of the Planning Condition in accordance with its obligations in Schedule 1) and shall keep RHP informed of its progress in doing so.

2.3 RHP shall use reasonable endeavours to procure satisfaction of the RHP Conditions Precedent at its own cost as soon as reasonably possible after the date of this Agreement and shall keep the Developer informed of its progress in doing so.

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2.4 The Developer will no later than 1 month after the later of:

provided that the Developer acknowledges that RHP shall not be able to or obliged to progress the Title Condition until and after satisfaction of the Planning Condition

27
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2.4.1 the Planning Condition Satisfaction Date; and

2.4.2 the Vacant Possession Satisfaction Date in respect of Phase 1,

deliver to RHP the Final Financial Model and on the date of delivery of the Final Financial Model shall confirm whether the Viability Condition has been satisfied.

2.5 The Developer may waive the Viability Condition by notice in writing to RHP in which case the Viability Condition will be deemed to have been satisfied on the date such notice is given.

Phase Conditions

2.6 The Developer shall use reasonable endeavours to procure satisfaction of the Replacement Homes Condition for Phase 2 and the Replacement Homes Condition for Phase 3 as soon as reasonably possible (with due regard to the Construction Commencement Date and/or any Delaying Event affecting the delivery of such units).

2.7 RHP shall use reasonable endeavours to procure satisfaction of:

2.7.1 the Title Condition for Phase 2 and Phase 3 at its own cost as soon as reasonably possible after the date of this Agreement; and

2.7.2 the Vacant Possession Condition for Phase 2 and Phase 3 at its own cost as soon as possible after the satisfaction of the Replacement Homes Condition for the relevant Phase.

2.8 RHP shall, as necessary, enforce the terms of the Land Sale Agreement and the timely submission of any request for the Council to utilise its powers of compulsory purchase in accordance with the Collaboration Agreement in order to assist RHP in respect of its obligations at clause 2.7 and RHP shall keep the Developer regularly informed of its progress in satisfying such conditions.

Assistance

2.9 The parties shall give such assistance as the other shall reasonably require and can reasonably give to the other to satisfy the Conditions Precedent and/or the Phase 2 Conditions and/or the Phase 3 Conditions, subject to the party whose responsibility it is to satisfy the relevant Conditions Precedent meeting the cost of the other party in providing such reasonable assistance.

Failure to satisfy conditions

2.10 If the Conditions Precedent shall not have not been satisfied (or waived) on or before the Conditions Precedent Longstop Date then either RHP or the Developer may terminate this Agreement by serving written notice to that effect on the other at any time prior to satisfaction of the Conditions Precedent.

2.11 If RHP's Phase 2 Conditions or RHP's Phase 3 Conditions shall not have been satisfied (but the Replacement Homes Condition for the relevant Phase has been satisfied) on or before the relevant Phase Conditions Longstop Date then the Developer may terminate this Agreement by serving written notice to that effect on RHP at any time prior to the

satisfaction of the RHP's Phase 2 Conditions Precedent or the RHP's Phase 3 Conditions Precedent (as the case may be) and the provisions of clause 39 shall apply.

- 2.12 Notice to terminate under clause 2.10 may be given at any time after the Conditions Precedent Longstop Date unless in the meantime the Conditions Precedent have been satisfied.
- 2.13 Notice to terminate under clause 2.11 may be given at any time after the Phase 2 Conditions Longstop Date or the Phase 3 Conditions Longstop Date (as the case may be) unless in the meantime the relevant Phase 2 Conditions or Phase 3 Conditions (as the case may be) have been satisfied.
- 2.14 Termination of this Agreement under this clause 2 shall be without prejudice to the rights of RHP, RDL and the Developer against the other in respect of any antecedent breach of the provisions of this Agreement by the other.
- 2.15 Any dispute between the parties as to whether the Conditions Precedent and/or the Phase 2 Conditions and/or the Phase 3 Conditions have been satisfied shall be settled in accordance with clause 28.

Extension to Conditions Precedent Longstop Date

- 2.16 If as at the Conditions Precedent Longstop Date:
- 2.16.1 the Planning Application has been submitted but a decision in writing is awaited;
- 2.16.2 an inquiry and/or decision are awaited in respect of an Appeal;
- 2.16.3 Proceedings have been instituted but not finally resolved; or
- 2.16.4 the Local Planning Authority has passed a resolution to grant a Satisfactory Planning Permission subject to the completion of a Planning Agreement which remains to be completed,

then the Conditions Precedent Longstop Date shall be the date being 20 Working Days after the earlier of:

- (a) the expiry of six weeks and two Working Days in the case of a grant by the Local Planning Authority or six weeks and two Working Days in the case of a grant by the Secretary of State from the grant of the Satisfactory Planning Permission where no Proceedings shall have been instituted; and
- (b) the date on which a Satisfactory Planning Permission is granted or upheld following the exhaustion of Proceedings,

DKS **provided that** the Conditions Precedent Longstop Date shall not be extended ~~by more than a further three months (i.e. beyond 30 September 2022)~~ *beyond 30th October 2022*

Phasing and Road Closure

- 2.17 The Parties intend that Phase 1 of the Development should comprise the land as identified on the Plans. However, in the event that RHP anticipate that it will be or is unable to satisfy the Vacant Possession Condition for that part of Phase 1 comprising Hatch House by the Condition Precedent Longstop Date, then Phase 1 shall constitute that part of the Estate shown as Plan B on the Appendix 11 Phasing Plan and the obligations of the Developer in this Agreement shall be deemed to be varied mutatis mutandis so as to accommodate Phase 1 excluding Hatch House and thus moving the proposed Block A (to be constructed on the site of Hatch House) to Phase 2.

3 **Security**

From the date of satisfaction of the Vacant Possession Condition for a Phase, the Developer shall, at its own cost, secure and arrange such security as it considers reasonable in the circumstances to secure the Estate (or relevant part) and prevent unauthorised access or occupation provided that RHP shall use reasonable endeavours to ensure that the Vacant Possession Condition is not achieved until the Planning Condition has been satisfied and shall keep the Developer regularly informed of progress in satisfying the Vacant Possession Condition for each Phase.

4 **Land Registry Matters**

- 4.1 Prior to completing the acquisition of any relevant land pursuant to the Land Sale Agreement, RHP shall instruct RHP's Solicitors to obtain a Land Registry official search with priority (**OS Search**) showing the relevant land as free from encumbrances other than those set out in the Land Sale Agreement (or such other encumbrances as may have previously been approved by RHP and the Developer such approval not to be unreasonably withheld or delayed) and shall supply a copy of such search to the Developer.

- 4.2 Following completion of the acquisition of any relevant land pursuant to the Land Sale Agreement RHP instruct RHP's Solicitors to apply to the Land Registry within the priority period set out within the relevant OS Search to register the land with freehold title absolute and shall:

- (a) not withdraw such application (without the approval of the Developer such approval not to be unreasonably withheld or delayed);
- (b) use reasonable endeavours to reply promptly and within the specified period to any requisitions raised by the Land Registry;
- (c) at the request of the Developer RHP shall within 10 (ten) working days supply to the Developer a copy of the relevant application to the Land Registry (including replies to any requisitions).

- 4.3 On each of the Phase 1 Completion Date, Phase 2 Completion Date and Phase 3 Completion Date respectively RHP shall procure and deliver to the Developer the following (to the extent they shall remain on the relevant titles in respect of the Land Registry restrictions registered against the Title Number for those Phases :

- 4.3.1 duly completed and signed Land Registry form RX4s (or any equivalent thereto) to withdraw the following restrictions from the titles to the Site:

- (a) Entry B3 of title number SY294801;
- (b) Entry B2 of title number SY266816;
- (c) Entries B2, B3, B4 and B5 of title number TGL190592;
- (d) Entries B2, B3, B4, B5 and B9 of title number TGL190590;
- (e) Entries B2, B3 and B4 of title number TGL190588;

4.3.2 a duly completed discharge in respect of the Charge dated 31 January 2014 referred to at Entry B9 of title number TGL190590.

5 Within 10 (ten) working days of receipt of confirmation of registration from the Land Registry, RHP shall supply a copy of the registered title of the relevant land to the Developer.

6 **Completion of the Building Lease(s) and Grant of Licence**

6.1 Completion of the Building Lease(s)

6.1.1 The parties agree that as a result of any changes to the Base Design in accordance with this Agreement, following the grant of Planning Permission the parties shall (acting reasonably) ~~and the Affordable Housing Underlease~~ agree such appropriate changes as are necessary to the Building Lease and the plans to be annexed thereto so as to reflect the appropriate extent of the Property (or Affordable Housing Units (as applicable)) and all appropriate rights and reservations as may be required in the context of the Development.

and the Affordable Housing Underlease
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6.1.2 In consideration of the Premium and the obligations on the Developer in this Agreement RHP shall grant the Building Lease(s) to the Developer which shall be completed on the relevant Building Lease Completion Date and the Developer shall carry out the Phase 1 Works, Phase 2 Works and the Phase 3 Works (as applicable) in accordance with the terms of this Agreement.

6.1.3 The Premium shall be payable:

- (a) for Phase 1 and Phase 2 on the relevant Building Lease Completion Date;
- (b) for Phase 3:
 - i the First Payment shall be paid on the Building Lease Completion Date for Phase 3; and
 - ii the Second Payment shall be made on the Second Payment Date.

6.1.4 The Building Lease(s) shall be completed at the offices of the RHP's Solicitors or at such other place in England and Wales as RHP's Solicitors reasonably require.

6.1.5 On the Building Lease Completion Date RHP shall provide, or procure RHP's Solicitors provide an unconditional undertaking to provide, any Discharge

Document required in respect of the Property and required in order to enable the registration of the Building Lease free from charge.

6.2 Licence for Works to Construct the Community Facilities

6.2.1 The Base Design provides for the Community Facilities to be constructed in the location shown on the Plans. In the event that the Satisfactory Planning Permission provides for the Community Facilities to be constructed in the location shown in the Base Design then:

- (a) from the Phase 1 Completion Date, RHP grants licence for the Developer (together with its contractors and agents) to enter onto the CF Plot between the permitted hours (as set out in clause 6.2.1(d)) for purposes only as are reasonably envisaged by this Agreement and for the anticipated implementation of the Development and the carrying out of the Community Facility Work;
- (b) the licence granted pursuant to clause 6.2.1(a) is granted:
 - i in common with the RHP;
 - ii for the period from the Phase 1 Completion Date until the earlier of:
 - A Practical Completion of the Community Facilities; or
 - B the date of termination of this Agreement; and
- (c) the Developer acknowledges that:
 - i it shall occupy the CF Plot as a licensee and that no relationship of landlord and tenant is created between RHP and the Developer by this licence;
 - ii the licence to occupy granted by clause 6.2.1(a) is personal to the Developer and is not assignable;
- (d) the Developer acknowledges it shall only be permitted to occupy the CF Plot to undertake development works between 8am and 6pm on Mondays to Fridays and 8am and 1pm on Saturdays inclusive (but not on public holidays) PROVIDED THAT for the avoidance of doubt this restriction shall not apply to use of the CF Plot for the storage of materials plant and machinery and the like .

6.2.2 In relation to the CF Curtilage, RHP confirms and restates the terms of clause 30.14 of the Land Sale Agreement and shall permit the Developer licence to enter the CF Curtilage on the terms set out in clause 30.14 of the Land Sale Agreement and that the provisions this clause may enforced by the Council as anticipated by clause 30.1.4.3 of the Land Sale Agreement, *and the Developer confirms and acknowledges that: **

6.2.3 In the event that the Satisfactory Planning Permission provides for the Community Facilities to be constructed in a location other than as shown in the Base Design and such that the Community Facilities are not a freestanding building(s) then the parties acting reasonably will use reasonable endeavours to

*6.2.2.1 the Developer will comply with the terms of clause 30.14, and also with clause 4.2, of the Land Sale Agreement and that the same shall apply; and
6.2.2.2 the Council shall be entitled to enforce this clause 6.2.2 pursuant to the Contracts (Rights of Third Parties) Act 1999

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agree any changes to this Agreement, and/or the Building Lease and agree the terms of any additional documents required such that the footprint of the Community Facilities will be included in one of the Building Leases granted to the Developer and then leased back to RHP (or at RHP's direction to the Council).

7 Compliance

7.1 Subject always to clause 13 the Developer shall at all times observe, perform and comply with:

7.1.1 the Collaboration Agreement (to the extent that the Developer has covenanted to comply with the Collaboration Agreement in the Deed of Adherence);

7.1.2 the Deed of Adherence;

7.1.3 the Land Sale Agreement (to the extent that the Developer has covenanted to comply with the Land Sale Agreement in the Deed of Adherence).

7.2 The Developer shall at all times observe, perform and comply with:

7.2.1 the Stakeholder Engagement Protocol;

7.2.2 the Design Evolution Protocol;

7.2.3 the Social Value Offer; and

7.2.4 the Construction Protocol.

7.3 RHP shall not terminate the Land Sale Agreement or the Collaboration Agreement without the approval of the Developer (such approval not to be unreasonably withheld or delayed).

7.4 RHP shall at all times observe perform and comply with the Collaboration Agreement and The Land Sale Agreement to the extent that they affect the subject matter of this Agreement.

8 Not used

9 Design Development

9.1 To the extent that the design of the Works or any part(s) of the Works is not described in full in the Specification such designs shall be submitted by the Developer to RDL's Representative for approval on behalf of RDL (such approval not to be unreasonably withheld or delayed, but subject to clause 9.3). The designs shall, to the extent not already covered by the Specification:

9.1.1 to be worked up to a RIBA Stage 3 design level as a minimum;

9.1.2 without limitation to any other parts of the Works, in the case of the Community Facilities include fitting-out and equipping of the Community Facilities, and the

Facility Works

T&H
Makerlab

9.2 The Developer shall not proceed with the Works unless and until the information submitted and approved in accordance with the provisions of clause 9.1 has been designated

Category "A" or "B" by RDL which RDL undertakes to do within 5 working days (time to be of the essence). The designation "A", "B" or "C" shall, for the purposes of this clause 9 have the following meanings:

- 9.2.1 Category "A" means proceed with the information;
- 9.2.2 Category "B" means proceed with the information but take note of comments made;
- 9.2.3 Category "C" means the information is rejected and needs amendment and resubmission in accordance with clause 9.1 to achieve Category "A" or "B" status;
- 9.2.4 the design/detail shown/detailed on/in the information returned by RDL and designated Category "A" or "B" including any comments shall become for the purposes of this Agreement part of the relevant Specification and the Works; and
- 9.2.5 RDL nor RHP shall not be responsible for any fees, losses, expenses and/or delays arising either directly or indirectly from any aforementioned designation and no approval or any condition attaching to any such approval shall in any way affect RDL's or RHP's liabilities under this Agreement.

9.3 The Developer acknowledges that in relation to the Community ~~Facilities~~, RHP requires the approval of the Council. RHP and / or RDL will respond as soon as reasonably practicable to any request for approval hereunder and in any event within 17 Working Days Provided That if the Seller does not respond with the said 17 Working Days period, the Develoepr will resend the request and information to The Director of Development at RHP (or such other person notified in writing by RHP to the Developer from time to time for these purposes) and if RHP or RDL does not respond within a further 10 Working Days then RHP and RDL shall be deemed to approve the relevant request;

Facility Works
T&H

9.4 In developing the Specification pursuant to this clause 9, the parties shall have regard to the Maximum Price.

9.5 The Developer shall when developing the design ensure compliance with the Development Principles.

9.6 Following the design for the Community Facility Works becoming fixed following the grant of Planning Permission and prior to Start on Site for Phase 1, the Developer will confirm the CF Works Fix Price.

10 RDL Works

10.1 The Developer shall carry out the RDL Works using all the reasonable skill and care to be expected of a properly qualified and competent developer experienced in the carrying out of such works for projects of a similar size scope value character and complexity to the RDL Works.

10.2 The Developer shall procure that the RDL Works are designed carried out and completed:

- 10.2.1 in a proper and workmanlike manner in accordance with good building practice, current codes of practice and applicable UK Designated Standards;
- 10.2.2 so as to achieve Practical Completion of the RDL Works on or prior to the RDL Works Target Date but in any event no later than the RDL Works Longstop Date;
- 10.2.3 using good quality and suitable new and sound materials of their various kinds supplied in accordance with the Plans and RDL Works Specification (subject to variation in accordance with clause 16 of this Agreement) and the Developer shall not knowingly use any materials or products which constitute Deleterious Materials;
- 10.2.4 ensuring that it shall not use, specify or authorise the use of any insulation, filler or cladding material used in external wall construction that does not comply with the requirements in the Requisite Consents or is not of limited combustibility either individually or as a combination. The Developer will provide RDL with evidence that the insulation, filler and cladding material either complies with 'Approved Document B Volume 2: Fire Safety – Buildings other than dwellinghouses' or test results to confirm that the criteria set out in BR 135 or such regulations, requirements and guidance issued by the Government post-May 2018 have been complied with; and
- 10.2.5 in accordance with:
- (a) the Fire Strategy;
 - (b) the RDL Works Specification;
 - (c) the Plans;
 - (d) the Requisite Consents;
 - (e) the Planning Permission and any Planning Agreement relevant to the RDL Works;
 - (f) the terms of the Contract Documents;
 - (g) all applicable statutory requirements and regulations (including but not limited to the CDM Regulations) affecting the RDL Works;
 - (h) the Latent Defects Insurer's Requirements to enable a Cover Note to be issued;
 - (i) the handover requirements in the RDL Works Specification; and
 - (j) the London Plan and the Housing Supplementary Guidance and the Nationally Described Space Standard (May 2016) (and any applicable successor thereto).
- 10.3 For the purposes of the CDM Regulations, the Developer and RDL agree that the Developer shall act as the only 'client' in respect of the RDL Works and that the Developer shall perform in all respects the duties of a client pursuant to the CDM Regulations. The

Developer shall appoint the principal designer and the principal contractor pursuant to the CDM Regulations prior to the commencement of the RDL Works and shall promptly notify RDL of the identity of both the principal designer and the principal contractor.

10.4 The Developer shall:

10.4.1 procure registration of the RDL Works with the Latent Defects Insurer within six weeks of the Construction Commencement Date and shall provide copies of the final certificates for the Affordable Housing Units to RDL as a condition precedent to Practical Completion; and

10.4.2 prior to the Construction Commencement Date provide to RHP and RDL evidence (to their reasonable satisfaction) of the discharge of all pre-commencement conditions attached to the Planning Permission.

10.5 The Developer shall enter into:

10.5.1 the Building Contract with the Contractor; and

10.5.2 the Appointments,

as soon as reasonably practical after the Viability Condition has been satisfied but in any event before the Construction Commencement Date.

10.6 The Developer shall as soon as practicable after the appointment of each of the Professional Team, the Contractor and Sub-Contractors (and in any event within 28 days of such appointment) procure and deliver to RDL and RHP and the Council (as applicable) the Collateral Warranties executed as deeds by each member of the Professional Team, the Contractor and the Sub-Contractors in favour of:

10.6.1 RDL and RHP (and if requested by RHP any funder of RHP) in relation to the RDL Works (including the Makerlab Works) and the Developer Works; and

10.6.2 in favour of RDL, RHP and the Council in relation to the Community Facility Works,

10.7 The Building Contract and the Appointments shall be in the Agreed Form and certified copies shall be provided to RDL by the Developer within 14 days after execution.

10.8 Certified copies of the Sub-Contracts shall be provided to RDL by the Developer within 20 Working Days of execution.

10.9 Notwithstanding any other provisions in this Agreement, it shall be a condition precedent to the occurrence of Golden Brick that the Developer has provided to RDL the Collateral Warranties from each and every member of the Professional Team, the Contractor and Sub-Contractors pursuant to clause 10.6.

10.10 Nothing in this Agreement shall restrict or exclude the Developer's liability for death or personal injury caused by the Developer's negligence.

11 **Developer Works**

- 11.1 The Developer shall carry out the Developer Works using all the reasonable skill and care to be expected of a properly qualified and competent developer experienced in the carrying out of such works for projects of a similar size scope value character and complexity to the Developer Works.
- 11.2 The Developer shall procure that the Developer Works are designed carried out and completed:
- 11.2.1 in a proper and workmanlike manner in accordance with good building practice, current codes of practice and applicable UK Designated Standards;
 - 11.2.2 using good quality and suitable new and sound materials of their various kinds supplied in accordance with the Plans (subject to variation in accordance with clause 16 of this Agreement) and the Developer shall not knowingly use any materials or products which constitute Deleterious Materials;
 - 11.2.3 ensure that it shall not use, specify or authorise the use of any insulation, filler or cladding material used in external wall construction that does not comply with the requirements in the Requisite Consents or is not of limited combustibility either individually or as a combination. The Developer will provide RDL with evidence that the insulation, filler and cladding material either complies with 'Approved Document B Volume 2: Fire Safety – Buildings other than dwellinghouses' or test results to confirm that the criteria set out in BR 135 or such regulations. requirements and guidance issued by the Government post-May 2018 have been complied with; and
 - 11.2.4 in accordance with:
 - (a) the Developer Works Specification;
 - (b) the Fire Strategy;
 - (c) the Plans;
 - (d) the Requisite Consents;
 - (e) the Planning Permission and the Planning Agreement insofar as relevant to the Developer Works;
 - (f) the terms of the Contract Documents;
 - (g) the handover requirements set out in the RDL Works Specification as if they applied to the Developer Works;
 - (h) all statutory requirements and regulations (including but not limited to the CDM Regulations) affecting the Developer Works; and
 - (i) the Latent Defects Insurer's Requirements to enable a Cover Note to be issued.

- 11.3 For the purposes of the CDM Regulations, the Developer and RDL agree that the Developer shall act as the only 'client' in respect of the Developer Works and that the Developer shall perform in all respects the duties of a client pursuant to the CDM Regulations. The client shall appoint the principal designer and the principal contractor pursuant to the CDM Regulations prior to the commencement of the Developer Works and shall promptly notify RDL of the identity of both the principal designer and the principal contractor.
- 11.4 The Developer shall use reasonable endeavours to ensure the roads within the Development are (i) constructed to a standard acceptable by the local authority for adoption and (ii) subsequently adopted by the local authority;.
- 11.5 The Developer may make any variation, alteration, substitution and addition to the Developer Works without consent provided that:
- 11.5.1 it does not affect the RDL Works, the Makerlab Works or the Community Facility Works;
 - 11.5.2 does not breach any Requisite Consent;
 - 11.5.3 it does not affect the Fire Strategy;
 - 11.5.4 will not adversely affect the marketability or value of RHP's interest in the Estate; and
 - 11.5.5 it will not materially and/or adversely increase the cost of maintenance of the Development,

and any variation, alteration, substitution and addition to the Developer Works which is not permitted in accordance with this clause 11.5 shall be subject to RDL's approval, such approval not to be unreasonably withheld or delayed.

12 **Community Facility Works**

- 12.1 The Developer shall carry out the Community Facility Works using all reasonable skill and care to be expected of a properly qualified and competent developer experienced in the carrying out of such works for projects of a similar size scope value character and complexity to the Community Facility Works.
- 12.2 The Developer shall use reasonable endeavours to procure that the Community Facility Works are designed carried out and completed:
- 12.2.1 in a proper and workmanlike manner in accordance with good building practice, current codes of practice and applicable UK Designated Standards;
 - 12.2.2 so as to achieve Practical Completion of the Community Facility Works on or prior to the Community Facility Works Target Date but in any event no later than the Community Facility Works Longstop Date;
 - 12.2.3 using good quality and suitable new and sound materials of their various kinds supplied in accordance with the Plans (subject to variation in accordance with clause 16.1 of this Agreement) and the Developer shall not knowingly use any materials or products which constitute Deleterious Materials;

12.2.4 ensure that it shall not use, specify or authorise the use of any insulation, filler or cladding material used in external wall construction that does not comply with the requirements in the Requisite Consents or is not of limited combustibility either individually or as a combination. The Developer will provide RDL with evidence that the insulation, filler and cladding material either complies with 'Approved Document B Volume 2: Fire Safety – Buildings other than dwellinghouses' or test results to confirm that the criteria set out in BR 135 or such regulations, requirements and guidance issued by the Government post-May 2018 have been complied with; and

12.2.5 in accordance with:

- (a) the Community Facility Specification and the Makerlab Specification;
- (b) the Plans;
- (c) the Requisite Consents;
- (d) the Planning Permission and the Planning Agreement insofar as relevant to the Community Facility Works;
- (e) the terms of the Contract Documents;
- (f) the Collaboration Agreement and Land Sale Agreement;
- (g) all statutory requirements and regulations (including but not limited to the CDM Regulations) affecting the Community Facility Works; and
- (h) the Latent Defects Insurer's Requirements to enable a Cover Note to be issued.

12.3 For the purposes of the CDM Regulations, the Developer and RDL agree that the Developer shall act as the only 'client' in respect of the Community Facility Works and that the Developer shall perform in all respects the duties of a client pursuant to the CDM Regulations. The client shall appoint the principal designer and the principal contractor pursuant to the CDM Regulations prior to the commencement of the Community Facility Works and shall promptly notify RDL of the identity of both the principal designer and the principal contractor.

12.4 The Developer shall procure registration of the Community ~~Facilities~~ ^{Facility} Works with the Latent Defects Insurer within six weeks of the Construction Commencement Date and shall provide copies of the final certificates for the Community Facilities to RDL as a condition precedent to Practical Completion. T & H

12A Makerlab Works

12A.1 The Makerlab Works shall form part of the Community Facility Works, and without limitation to clause 12, the Developer shall carry out the Makerlab Works using all reasonable skill and care to be expected of a properly qualified and competent developer experienced in the carrying out of such works for projects of a similar size scope value character and complexity to the Makerlab Works.

- 12A.2 The Developer shall use reasonable endeavours to procure that the Makerlab Works are designed carried out and completed:
- 12A.2.1 in a proper and workmanlike manner in accordance with good building practice, current codes of practice and applicable UK Designated Standards;
- 12A.2.2 so as to achieve Practical Completion of the Makerlab Works on or prior to the Makerlab Works Target Date but in any event no later than the Makerlab Works Longstop Date;
- 12A.2.3 using good quality and suitable new and sound materials of their various kinds supplied in accordance with the Plans (subject to variation in accordance with clause 16 of this Agreement) and the Developer shall not knowingly use any materials or products which constitute Deleterious Materials;
- 12A.2.4 ensure that it shall not use, specify or authorise the use of any insulation, filler or cladding material used in external wall construction that does not comply with the requirements in the Requisite Consents or is not of limited combustibility either individually or as a combination. The Developer will provide RDL with evidence that the insulation, filler and cladding material either complies with 'Approved Document B Volume 2: Fire Safety – Buildings other than dwellinghouses' or test results to confirm that the criteria set out in BR 135 or such regulations. requirements and guidance issued by the Government post-May 2018 have been complied with; and
- 12A.2.5 in accordance with:
- (a) the Makerlab Specification;
 - (b) the Plans;
 - (c) the Requisite Consents;
 - (d) the Planning Permission and the Planning Agreement insofar as relevant to the Makerlab Works;
 - (e) the terms of the Contract Documents;
 - (f) the Collaboration Agreement;
 - (g) all statutory requirements and regulations (including but not limited to the CDM Regulations) affecting the Makerlab Works; and
 - (h) the Latent Defects Insurer's Requirements to enable a Cover Note to be issued.
- 12A.3 For the purposes of the CDM Regulations, the Developer and RDL agree that the Developer shall act as the only 'client' in respect of the Makerlab Works and that the Developer shall perform in all respects the duties of a client pursuant to the CDM Regulations. The client shall appoint the principal designer and the principal contractor pursuant to the CDM Regulations prior to the commencement of the Makerlab Works and shall promptly notify RDL of the identity of both the principal designer and the principal contractor.
- 12A.4 The Developer shall procure registration of the Makerlab Works with the Latent Defects Insurer within six weeks of the Construction Commencement Date and shall provide

copies of the final certificates for the Makerlab Work to RDL as a condition precedent to Practical Completion.

13 Land Sale Agreement and Collaboration Agreement

13.1 RHP shall not agree any revision or variation to the terms of the Collaboration Agreement and/or the Land Sale Agreement without the prior approval of the Developer (such approval not to be unreasonably withheld or delayed) Provided That this clause shall only apply where such revision or variation would:

13.1.1 vary any part of the Collaboration Agreement and/or the Land Sale Agreement which the Developer has covenanted to comply with under the Deed of Adherence; or

13.1.2 have a material effect on the terms of this Agreement or the delivery of the Development in accordance with this Agreement.

13.2 RHP shall not permit the Certifier to serve any notice on the Council to determine the Phase Build Dates or the anticipated dates of Practical Completion unless such dates have been approved by the Developer (such approval not to be unreasonably withheld or delayed).

13.3 In the event that any Phase of the Development (as permitted by a Satisfactory Planning Permission) differs from the phases set out within the Land Sale Agreement then RHP shall submit a notice to the Council in accordance with the Land Sale Agreement to request a Phase Variation and shall use reasonable endeavours to procure that such Phase Variation is approved promptly.

13.4 RHP will not terminate the Collaboration Agreement and/or the Land Sale Agreement without approval of Developer (not to be unreasonably withheld or delayed).

13.5 RHP will comply with the terms of the Collaboration Agreement and the Land Sale Agreement so far as they relate to the Property and are not the responsibility of the Developer pursuant to the Deed of Adherence.

14 Completion of the Development

Practical Completion

14.1 The Developer will give:

14.1.1 twelve weeks' notice;

14.1.2 eight weeks' notice; and

14.1.3 four weeks' notice,

of the anticipated date of achieving Practical Completion of any part of the Works.

14.2 Without prejudice to clause 14.1, the Developer will give not less than 3 months and 3 Working Days' notice of the anticipated date of achieving Practical Completion Community Facilities Works in order for RHP to comply with its obligations to notify the Council of the same pursuant to the terms of the Land Sale Agreement.

- 14.3 The Developer shall:
- 14.3.1 give at least five Working Days' prior written notice to RDL and RDL's Representative of the date on which the Developer anticipates a Phase or Section of the Development will achieve Practical Completion; and
 - 14.3.2 propose a date and time (to be mutually agreed) for RDL, RDL's Representative, RHP's Fire Assessor and/or any person authorised by RDL (which shall include the Council's Representative in respect of inspecting the Community Facility Works or Makerlab Works) to accompany the Developer's inspection of the Development (or relevant part thereof) prior to:
 - (a) the issue of the relevant Practical Completion Certificate in relation to the RDL Works and/or the Community Facility Works and/or Makerlab Works; or
 - (b) in the case of the Developer Works the determination that the relevant Developer Works have reached Practical Completion.
- 14.4 In the event that the date or time of the inspection under clause 14.3.2 is changed by the Developer, the Developer shall give a further notice specifying the new date and time of inspection, save that the period of notice under clause 14.3.1 shall be reduced to three Working Days and the periods for the notices to be given under clauses 14.1.1-14.1.3 shall only apply if the new date of inspection is not less than thirteen, eight and four weeks (respectively) prior to the new date of inspection, and otherwise the Developer shall give such prior notice as is reasonable in the circumstances.
- 14.5 Within five (5) Working Days following the inspection described at clause 14.2, RDL's Representative may submit to the Developer comments in writing (and where required, a snagging list) as to whether or not it considers that Practical Completion has been achieved. The Developer shall forthwith carry out such works detailed in the snagging list so that the relevant Section or Phase of the Development achieve Practical Completion and the procedures in clauses 14.2 shall be repeated until RDL's Representative confirms that Practical Completion has been achieved. In the event of a dispute as to whether the Development (or relevant Section) are Practically Complete it shall be referred to dispute resolution in accordance with clause 29 of this Agreement.
- 14.6 Notwithstanding any contrary provision in this Agreement RDL shall not be obliged to accept Practical Completion of the RDL Works or Community Facility Works or Makerlab Works on any day between the first Friday in December and 5th of January in any year or on a day other than a Working Day.
- 14.7 Following Practical Completion of the RDL Works (or Section thereof) the Developer shall be entitled to make an Application for Payment for one half of the Retention in respect of that part of the RDL Works which has been certified as Practically Complete.
- 14.8 Following Practical Completion of the Community Facility Works (or Section thereof) the Developer shall be entitled to make an Application for Payment for one half of the Retention in respect of that part of the Community Facility Works which has been certified as Practically Complete

Delaying Events and LADs

14.9 Notwithstanding any other provision of this Agreement if the RDL Works Target Date or Community Facility Works Target Date or the Makerlab Target Date (as the case may be) is not met because of any delay attributable to a Delaying Event, the Developer shall be given a fair and reasonable extension to the RDL Works Target Date or Community Facility Works Target Date or the Makerlab Target Date (as applicable) by fixing a later date which is such date taking into account a period of time equivalent to any extension of time granted to the Contractor under the Building Contract for the Delaying Event.

14.10 If the RDL Works Longstop Date or Community Facility Works Longstop Date or the Makerlab Target Date (as the case may be) will not be met because of a delay attributable to Delaying Event (b) to (i), the Developer shall be given a fair and reasonable extension to the RDL Works Longstop Date or the Community Facility Works Longstop Date or the Makerlab Target Date (as applicable) by fixing a later date which is fair and reasonable in the circumstances.

14.11 If the Developer:

14.11.1 fails to achieve Practical Completion of the Affordable Housing Units forming the RDL Works by the AH LADs Commencement Date then the Developer shall pay to RDL within ten Working Days of a request by RDL to do so by way of liquidated damages the AH LADs Sum for each week or part week that Practical Completion of the Affordable Housing Units forming the RDL Works is delayed calculated from the AH LADs Commencement Date until the date on which Practical Completion for the Affordable Housing Units forming the RDL Works takes place **provided always** that if the Developer completes the RDL Works in stages and RDL (in its absolute discretion) accepts and takes beneficial occupation of any Affordable Housing Unit (whether or not actually so occupied), then the AH LADs Sum shall be reduced on a weekly basis by the same proportion as the relevant Affordable Housing Unit taken into beneficial occupation by RHP. The parties acknowledge that RHP nor RDL is not obliged to accept any Affordable Housing Unit before Practical Completion of the RDL Works; or

14.11.2 fails to achieve Practical Completion of the Community Facility Works by the Community Facility Works Target Date (as extended by a Delaying Event in accordance with this Agreement) then the Developer shall pay to RDL within ten Working Days of a request by RDL to do so by way of liquidated damages the CF LADs Sum for each week or part week that Practical Completion of the Community Facility Works is delayed calculated from the Community Facility Works Target Date until the date on which Practical Completion for the Community Facility Works takes place **provided always** that if the Developer completes the Community Facility Works in stages and RDL (in its absolute discretion) accepts and takes beneficial occupation of any Community Facility (whether or not actually so occupied), then the CF LADs Sum shall be reduced on a weekly basis by the same proportion as the relevant Community Facility taken into beneficial occupation by RDL and/or RHP. The parties acknowledge that RHP ~~nor~~ RDL is not obliged to accept any Community Facility before Practical Completion of the Community Facility Works.

neither *or the Makerlab* *or the Makerlab* *(as applicable)* *or the Makerlab*

14.12 In the event that the Developer fails to pay to RDL any LADs Sum that becomes to RDL pursuant to clause 14.11 RDL shall be entitled to:

- 14.12.1 set off any such LADs Sum from any payment that is or becomes due to the Developer; and/or
- 14.12.2 recover such LADs Sum from the Developer as a debt.
- 14.13 Notwithstanding any other provision of this Agreement, Practical Completion of the RDL Works shall not be deemed to have been achieved until the Developer has provided to RDL the final certificates issued by the Latent Defects Insurer in respect of the Affordable Housing Units.
- 14.14 Notwithstanding any other provision of this Agreement, Practical Completion of the Community Facility Works shall not be deemed to have been achieved until the Developer has provided to RDL the final certificates issued by the Latent Defects Insurer in respect of the Community **Facilities**.
Facility Works T&H
- 14.15 Notwithstanding any other provision of this Agreement, Practical Completion of the Makerlab Works shall not be deemed to have been achieved until the Developer has provided to RDL the final certificates issued by the Latent Defects Insurer in respect of the Makerlab.

15 Payments for RDL Works and Community Facility Works and Makerlab Works

15.1 RDL Works

The Affordable Housing Works Price shall be paid by RDL to the Developer in accordance with the provisions of Schedule 3.

15.2 Community Facility Works

Following the CF Payment Trigger Date, and in respect of Community Facility Works (including for the avoidance of doubt the Makerlab Works) that are carried out, the CF Works Price shall be paid by RDL in accordance with the provisions of Schedule 3.

16 Variations

16.1 RDL Variations

16.1.1 RDL's Representative on behalf of RDL shall be entitled at any time prior to the date of Practical Completion of the RDL Works or Community Facility Works or Makerlab Works submit a notice to the Developer in writing requesting:

- (a) the incorporation of additional works;
- (b) modifications to the RDL Works or Community Facility Works or Makerlab Works or any part or parts thereof; and/or
- (c) the use of alternative materials and/or goods,

(each being a **RDL Variation**).

16.1.2 The Developer shall, within ten (10) Working Days of receipt of a request for a RDL Variation pursuant to clause 16.1.1 and acting reasonably, provide in writing to RDL an estimate of the reasonable and proper cost and expenses

associated with such RDL Variation identifying any delays to the RDL Works Target Date or Community Facility Works Target Date or Makerlab Target Date (as the case may be) or to Practical Completion arising as a result of undertaking such RDL Variation.

16.1.3 If RDL does wish to proceed with any such RDL Variation following receipt from the Developer of the information supplied pursuant to clause 16.1.2 RDL will respond as soon as reasonably practicable (the Parties acknowledging that that RDL may be making the request in the relation to the Community Facilities at the request of the Council) and in any event within 17 Working Days Provided That if RDL does not respond with the said 17 Working Days period, the Developer will resend the information to the Director of Development at RDL (or such other person notified in writing by RDL to the Developer from time to time for these purposes) and if RDL does not respond within a further 10 Working Days RDL shall be deemed to not to wish to proceed with the variation; and

Facility
Work

T&H

16.1.4 The RDL Works Target Date or the Community Facility Works Target Date or the Makerlab Target Date (as applicable) shall be adjusted to reflect the period of time notified in the Developer's notice issued pursuant to clause 16.1.2 or such other period of time as may have been agreed by the parties acting reasonably.

16.1.5 The Developer shall procure that any RDL Variations confirmed pursuant to clause 16.1.3 shall be incorporated as part of the RDL Works Community Facility Works or Makerlab Works (as applicable) and shall be carried out in accordance with the provisions of this Agreement.

16.2 Variations by the Developer

16.2.1 Variations not requiring approval

The Developer may make any variation, alteration, substitutions and additions to the RDL Works or Community Facility Works or Makerlab Works where it is required to do so in order to comply with any lawful requirement of any Relevant Authority or to comply with any Requisite Consent and the Developer shall notify RDL of any of these matters as soon as reasonably practicable in writing and no later than the next monthly project meeting.

16.2.2 Substituted materials

(a) If at any time any materials specified in the Specification are in short supply or are, or become, unobtainable in the market at commercially reasonable rates and an adequate supply thereof cannot be guaranteed or are subject to delay and if awaited would materially impede the progress of the Works then, the Developer may, upon notification to RDL subject to clause 16.2.3, use alternative materials.

(b) The Developer may substitute materials with those of a like nature or similar type, character or design to those specified in the Specification and such alternative material shall not in any case be of a lesser quality than or have materially inferior performance characteristics to those of the materials originally specified and the use of alternative materials

shall not affect the suitability and use and enjoyment of the Works nor affect the long term maintenance costs of the Works nor their sales/values.

16.2.3 Variations requiring approval

Save for any variation, alteration, substitutions and additions falling within the provisions of clause 16.2.1. or 16.2.2 as and when the Developer wishes to make any variation, alteration, substitutions and additions to the Works, the Developer shall submit to RDL for approval (such approval not to be unreasonably withheld or delayed) working drawings, design calculations and detailed requirements developed by or on behalf of the Developer for the proposed variation, alteration, substitutions and additions as soon as is reasonably practicable.

17 Inspections

17.1 RDL and RDL's Representative shall have the right:

17.1.1 to inspect the Works upon reasonable prior notice at all reasonable times with a view to ascertaining whether the terms and conditions of this Agreement have been and are being duly observed and performed, subject to compliance by RHP and its agents/representatives with any site safety or other access requirements of the Developer and/or the Contractor;

17.1.2 to make representations to the Developer at regular stages during the Works and to contribute to snagging lists or lists of outstanding works the Developer shall comply with and take into account any such reasonable representations;

17.1.3 to attend and chair the monthly project meetings and the right to receive any relevant documents prior to a meeting taking place; and

17.1.4 to issue instructions requiring the Developer to provide samples of materials or open up for inspection any work covered up or to arrange for or carry out any test of any materials or goods (whether or not already incorporated into the Works) or of any executed work. The reasonable cost of that opening up or testing (including the cost of making good) shall be borne by RDL unless the inspection or test shows that the materials, goods or work are not in accordance with this Agreement or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work, materials or goods having been shown by a previous inspection or test not to be in accordance with this Agreement.

17.2 RDL and RDL's Representative shall be permitted to be accompanied by a representative of the Council on any inspection pursuant to 17.1.1 but for the avoidance of doubt, any Council representative shall not be permitted to issue instructions to the Developer.

18 Defects

18.1 A notice of Defects may be issued by RDL or RHP at any time during the Defects Liability Period where a Defect is discovered by RHP or RDL and such notice shall include all necessary contact details.

- 18.2 The Developer will procure that the Contractor carries out the rectification of Defects at no cost to RHP or RDL in accordance with the Defects Protocol and the Defects Response Times.
- 18.3 On or immediately before the expiry of the relevant Defects Liability Period, RDL's Representative shall:
- 18.3.1 inspect the Works;
 - 18.3.2 establish any defects or faults which are attributable to the Developer's failure to comply with this Agreement; and
 - 18.3.3 notify the Developer of any defects and faults that must be attended to.
- 18.4 The Developer shall within twenty eight (28) days of any notification pursuant to paragraph 18.3 make good the defects and faults at no cost to the RDL or RHP.
- 18.5 If the Developer does not comply with his obligations under this clause 18, then:
- 18.5.1 RHP or RDL may instruct others to rectify the defects;
 - 18.5.2 the Developer shall reimburse RHP the full costs of such rectification; and/or
 - 18.5.3 in respect of the RDL Works RDL shall be entitled to deduct the cost of the rectification works from the Retention and shall also be entitled to recover from the Developer any costs in excess of the Retention as a debt.
 - 18.5.4 in respect of the Community Facility Works RDL shall be entitled to deduct the cost of the rectification works from the Retention and shall also be entitled to recover from the Developer any costs in excess of the Retention ~~as~~ T & H
- 18.6 When in the opinion of RDL's Representative the defects or faults he required to be made good have been made good he shall issue the certificate of making good defects.
- 18.7 In the event of a dispute as to whether the certificate of making good defects should be issued in respect of the Development it shall be referred to dispute resolution in accordance with clause 28 of this Agreement.
- 18.8 Following the later of:
- 18.8.1 the expiry of the Defects Liability Period; and
 - 18.8.2 the Developer procuring the rectification of any defects notified under this clause 18.3, the Developer may make an Application for Payment in respect of the balance of the Retention as held by RDL.
- 19 **Insurance and indemnity**
- 19.1 The Works, including all work executed and all unfixed materials and goods delivered to and intended for the Works, shall as regards loss or damage, be at the risk of the Developer until Practical Completion of the Works.

19.2 The Developer shall procure in relation to each Phase and from the Construction Commencement Date the taking out and maintenance of:

19.2.1 all risks insurance for the RDL Works, the Community Facility Works, the Makerlab Works and the Developer Works for no less than the full reinstatement value of the RDL Works, the Community Facility Works, the Makerlab Works and Developer Works carried out by the Developer (plus professional fees if any) and, all risks insurance on constructional plant, tools and equipment and other things for use in connection with the RDL Works, the Community Facility Works, the Makerlab Works and Developer Works including hired and/or owned property, both to be in the joint names of the Developer, the Contractor and RDL, and shall maintain such insurance up to the date of Practical Completion of the RDL Works, the Community Facility Works, the Makerlab Works and Developer Works (as the case may be);

19.2.2 public liability insurance for a minimum limit of indemnity of £10 million on an each and every claim basis;

19.2.3 employers' liability Insurance of not less than £25 million for all customary risks commensurate with the nature of the business undertaken and the number of persons employed by the Developers organisation;

19.2.4 product liability Insurance: not less than £10 million for each and every claim;

19.2.5 professional indemnity insurance for:

(a) the Contractor in the sum of not less than £10 million; and

(b) the Professional Team in the sum of not less than £10 million for each member thereof;

and in both cases for each and every Claim;

19.2.6 the insurance referred to in this clause 19.2 shall be placed with reputable insurers. The Developer will pay promptly all premiums in respect of all insurance required to be taken out by it and will when required so to do produce to RDL sufficient documentary evidence that each such insurance is being properly maintained; and

19.2.7 after any inspection required by the insurers in respect of a claim under the insurance referred to in clause 19.2.1 the Developer shall, with due diligence, procure the restoration or replace work or materials or goods damaged and dispose of any debris and proceed with and complete the RDL Works and will cause the proceeds of the insurance to be applied towards the reinstatement.

20 Sales and Overage

Sales

20.1 The sale and marketing of the units constructed as part of the Developer's Works shall be restricted to UK residents in the first six months following sales launch and the Developer shall use reasonable endeavours to target sales at local residents.

Pre-Emption

- 20.2 Where another registered provider of social housing is considering acquiring five (5) or more dwellings comprising the Developer Works from the Developer the Developer shall notify RHP and within 20 Working Days of such notification, RHP may submit an offer in writing to the Developer for such dwellings (the **RHP Offer**).
- 20.3 The Developer shall, within ten Working Days of receipt of the RHP Offer, confirm in writing whether it accepts the RHP Offer (the **RHP Acceptance Notice**) or rejects the RHP Offer (the **Rejection Notice**).
- 20.4 In the event the Developer serves an RHP Acceptance Notice in accordance with clause 20.3, the Developer and RHP shall within 40 Working Days of the RHP Acceptance Notice use reasonable endeavours to enter into such documentation as the parties agree (acting reasonably) for the disposal of relevant dwelling(s) to RHP with the total consideration and terms being as stated in the RHP Offer.
- 20.5 In the event the Developer serves a Rejection Notice in accordance with clause 20.3 above the Developer shall use reasonable endeavours to procure three independent valuations of the dwellings in question and shall deliver to RHP the said valuations within 30 Working Days of service of the Rejection Notice (or such other period agreed between RHP and the Developer), along with the mathematical average financial valuation of the three valuations (the **Average Valuation**).
- 20.6 In the event that the Average Valuation of the dwellings is the same or lower than the amount specified in the RHP Offer, the Developer and RHP shall use reasonable endeavours within 40 Working Days of RHP receiving the Average Valuation enter into such documentation as the parties agree (acting reasonably) for the disposal of relevant dwelling(s) to RHP with the total consideration and terms being as stated in the RHP Offer.
- 20.7 In the event the Average Valuation for the dwellings is higher than the amount specified in the RHP Offer, within twenty (20) Working Days of receipt of the Average Value issues pursuant to clause 20.5, RHP shall confirm to the Developer in writing whether or not it wishes to purchase the dwellings in question for the amount and on the terms specified in the Average Valuation (the **Confirmation Notice**).
- 20.8 In the event RHP issues a Confirmation Notice pursuant to clause 20.7, the Developer and RHP shall use reasonable endeavours to within 40 Working Days enter into such documentation as the parties agree (acting reasonably) for the disposal of relevant dwelling(s) to RHP for the disposal of the relevant dwellings with the total consideration and terms being as stated in the Average Valuation.
- 20.9 In the event RHP confirms it does not wish to purchase the dwellings it shall notify the Developer within 20 Working Days of receipt of the Average Valuation (**Refusal Notice**) and where a Refusal Notice is served or RHP fails to either issue a Confirmation Notice or to serve a Refusal Notice within the said 20 Working Day period the Developer shall be permitted to dispose of the Dwellings subject to the RHP Offer to a third party on the terms of the Average Valuation (or alternatively at a price which is more favourable to the Developer) (and otherwise on terms that are no more favourable to another registered provider of social housing than those set out in the Average Valuation) within a period of six months from service of the Refusal Notice.

- 20.10 For the avoidance of doubt:
- 20.10.1 after the said period of six months referred to in clause 20.9 has expired, the parties are to again comply with the provisions of clauses 20.2-20.9 inclusive; and
- 20.10.2 the Developer shall not be permitted to sell the dwelling subject to the RHP Offer for less than the figure or on terms that are more favourable to another registered provider of social housing than those set out in the Average Valuation, without first repeating the process in clauses 20.2-20.9.

Overage

- 20.11 The Developer shall comply with the provision of Schedule 2 (Overage).

21 Variation to Building Lease

On the date falling 30 Working Days after the date of Practical Completion of the Works or relevant Section, RHP and the Developer shall enter into the Deed of Variation in respect of the Section(s) that have so reached Practical Completion.

22 Affordable Housing

- 22.1 The Affordable Housing Package Price for any Phase shall be calculated following the grant of the Satisfactory Planning Permission applying the price/tenure mix matrix set out in Appendix 17.
- 22.2 On the date of this Agreement, RHP shall pay the Affordable Housing Deposit which shall be held as stakeholder by the Developer's Solicitors,
- 22.3 RHP shall pay the Affordable Housing Land Price to the Developer upon the grant of each Affordable Housing Underlease such lease to be granted on the date following 20 Working Days after certification by RDL's Representative that Golden Brick has been achieved of the relevant Section pursuant to clauses 22.4 and 23.5.
- 22.4 The Developer shall:
- 22.4.1 give at least ten (10) Working Days' prior written notice to RDL and the RDL's Representative of the date on which the Developer anticipates a Section of the Affordable Housing Works will reach Golden Brick; and
- 22.4.2 propose a date and time (to be mutually agreed) for RDL, the RDL's Representative and/or any person authorised by RDL to accompany the Developer to inspect the relevant Affordable Housing Works so that RDL's Representative can confirm whether the relevant Section of the Affordable Housing Works has reached Golden Brick.
- 22.5 Within five Working Days following the inspection described at clause 22.4, RDL's Representative may submit to the Developer comments in writing as to whether or not it considers that Golden Brick has been achieved in relation to that Section. The Developer shall forthwith carry out such works so that the relevant Section of the Affordable Housing Works achieves Golden Brick and the procedures in clauses 23.4 shall be repeated until RDL's Representative confirms that Golden Brick has been achieved.

22.6 The provisions of clause 33 (Conditions of Sale) shall apply to grant of the Affordable Housing Underlease (mutatis mutandis).

The Developer shall at its own cost use reasonable endeavours to assist RHP as soon as reasonably practicable in respect of any requisitions raised by the Land Registry in connection with any plans used for the Affordable Housing Underlease (or any subsequent rectifying documents) including (without limitation) producing and re-executing any required substitute plans.

22A **Makerlab**

22A. No deposit is payable for the Makerlab and/or the Makerlab Works.

22A.2 RHP shall pay the £1 (one pound) to the Developer upon the grant of each Makerlab Underlease such lease to be granted on the date following 20 Working Days after certification by RDL's Representative that Golden Brick has been achieved of Makerlab.

22A.3 The Developer shall:

22A.3.1 give at least ten (10) Working Days' prior written notice to RDL and the RDL's Representative of the date on which the Developer anticipates the Makerlab Works will reach Golden Brick; and

22A.3.2 propose a date and time (to be mutually agreed) for RDL, the RDL's Representative and/or any person authorised by RDL to accompany the Developer to inspect the relevant Makerlab Works so that RDL's Representative can confirm whether the Makerlab have reached Golden Brick.

22A.4 Within five Working Days following the inspection described at clause 22A.3. RDL's Representative may submit to the Developer comments in writing as to whether or not it considers that Golden Brick has been achieved in relation to the Makerlab Works. The Developer shall forthwith carry out such works so that the Makerlab achieves Golden Brick and the procedures in clause 22A shall be repeated until RDL's Representative confirms that Golden Brick has been achieved.

22A.5 The provisions of clause 32 (Conditions of Sale) shall apply to grant of the Makerlab Underlease (mutatis mutandis).

23 **Option in respect of Option Property and Option Additional Units**

23.1 Prior to, or as soon as reasonably practicable following the grant of Satisfactory Planning Permission, RHP shall supply to the Developer the Option Property Requirements;.

23.2 As soon as reasonably practicable following the grant of Satisfactory Planning Permission and receipt of the Option Property Requirements the Developer shall supply to RHP the Option Property List.

23.3 The specification of the Dwellings comprising the Option Property shall be equivalent to the Developer Works Specification.

23.4 Subject always to clause 23.3 the Developer may make such modifications to the design and specification of the Option Property:

- 23.4.1 as may be required by any competent authority or which the Developer (acting reasonably) deems to be necessary or desirable in order to procure or comply with any statutory requirements; and/or
- 23.4.2 If any materials or items within the Developer Works Specification shall not be procurable within a reasonable time or at a reasonable cost or do not comply with any relevant statutory requirements the Developer shall be at liberty to substitute such other materials or items of no lesser quality and standard as may be requisite to complete the construction of the relevant Dwelling; and
- 23.5 The Developer shall (acting reasonably) be entitled to vary the specification for and/or the design of the block in which any Dwelling comprising the Option Property is located and/or the Estate (subject to any other relevant clauses of this Agreement) provided that in the event of there being any such variation it does not:
- 23.5.1 significantly and substantially reduce the value of the relevant Dwelling(s); or
- 23.5.2 materially increase the costs of maintenance and/or management payable by the relevant Dwelling(s); or
- 23.5.3 alter the relevant Dwelling so as to significantly and substantially impact on the intended beneficial use and enjoyment of the relevant Dwelling(s).
- 23.6 In consideration of £10 paid by RHP to the Developer, the Developer grants to RHP the Option in respect of the Option Property.
- 23.7 RHP may exercise the Option in respect of one or more Dwellings comprising the Option Property at any time during the Option Period by service of notice in writing on the Developer referring to this clause 0 (the **Option Notice**). For the avoidance of doubt, RHP may serve any number of Option Notices in the Option Period.
- 23.8 In the event that RHP serves an Option Notice then on the Option Completion Date:
- 23.8.1 the Developer will enter into a Merger Deed in respect of those parts of the Option Property that comprise houses; and
- 23.8.2 the Developer will grant to RHP a Sale Lease in respect of those parts of the Option Property that comprise flats.
- 23.9 On the Option Completion Date, RHP will pay to the Developer the Option Discounted Price in respect of any Dwellings for which RHP has served an Option Notice.
- 23.10 In the event that RHP is satisfied that any Dwelling within the Option Property is no longer required to satisfy the Option Property Requirements or that RHP has decided it no longer wishes to exercise this Option in respect of such Dwelling, RHP may release such Dwelling from the Option.
- 23.11 For avoidance of doubt, RHP may only exercise the Option in respect of the Option Property for the purposes of rehousing the Residents. This clause does not apply to any Option Additional Unit.
- 23.12 Separately from the Option Property, RHP may exercise the Option over the Option Additional Units Provided That:

- 23.12.1 RHP intends to use any Option Additional Unit for the purposes of providing affordable housing;
- 23.12.2 where any Option Additional Unit is part of the same core as private sale dwellings, such Option Additional Unit may only be utilised for shared ownership.
- 23.12.3 the assurance of the Option Additional Units to RHP shall contain such covenants as the Developer may reasonably require to ensure compliance with clauses 23.12.1 and 23.12.2 hereof

and the provisions of clauses 23.2, 23.8 and 23.9 (mutatis mutandis) shall apply to the Option in respect of the Option Additional Units.

24 **Grant of Housing Unit Transfers**

- 24.1 The Developer may by notice in writing (which notice may be served by email) require RHP to enter into a Housing Unit Transfer with an individual purchaser so identified by the Developer such Housing Unit Transfer to have embedded within it a merger of that portion of the Building Lease comprised in it on the following terms:

"the Developer transfers and merges to RHP the Dwelling the subject Housing Unit Transfer to the intent that the term of years granted by the Build Lease so far as it concerns the Dwelling the subject Housing Unit Transfer may merge and be extinguished in the reversion immediately expectant thereon;

- 24.2 *RHP hereby releases the Dwelling the subject Housing Unit Transfer from the provisions contained in the Building Lease and any vendor's lien created thereby."*

RHP shall supply the Developer with a properly executed Housing Unit Transfer within 15 working days of receipt of the same (provided always that such Housing Unit Transfer shall not be released for completion until the relevant Dwelling has been practically completed) and shall arrange for the delivery to the Developer of any necessary Forms RX4 and/charge releases on or prior to the legal completion date for the Dwelling concerned.

- 24.3 The Developer shall indemnify RHP in respect of any claim, demand or action brought by any transferee pursuant to a Housing Unit Transfer and arising prior to the Merger Date.

25 **Merger**

- 25.1 On the Merger Date the Developer and RHP shall in consideration of £1 enter into the Merger Deed.

- 25.2 The parties confirm that:

25.2.1 RHP served on the Developer a notice dated 11 May 2021 in accordance with section 38A(3)(a) of the Landlord and Tenant Act 1954 in respect of the tenancies to be granted by the Building Lease; and

25.2.2 the Developer or a person duly authorised by the Developer made a statutory declaration dated [REDACTED] in accordance with paragraph 4 of

↳ 1 October 2021

AMS

Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

25.3 The Merger Deed shall be completed at the offices of the RHP's Solicitors or at such other place in England and Wales as RHP's Solicitors reasonably require.

26 **Estate Management**

26.1 Following the Merger Date, the parties acknowledge that it is the intention for RHP to manage the common parts of the Estate, including the internal common parts of any block comprising the Developer Works.

26.2 RHP and the Developer will as soon as reasonably practicable after the date of this Agreement use all reasonable endeavours to agree the strategy for the management of the estate common parts forming part of the Development (**Estate Management Strategy**) and the service charges to be charged arising from the Estate Management Strategy.

26.3 Following agreement of the Estate Management Strategy RHP and the Developer will use reasonable endeavours to:

26.3.1 agree any required changes to any Building Lease already granted;

26.3.2 agree the form of lease on which the Developer will dispose of the Dwellings constructed as part of the Developer Works;

26.3.3 agree the form of Sale Lease.

27 **Planning Obligation**

27.1 In the event that the Local Planning Authority requires that a Planning Agreement is to be entered into with it or any other Relevant Authority RHP will at the request and reasonable expense of the Developer enter into such agreement and/or agreements Provided Always that the Planning Agreement is in a form as shall be approved by RHP (such approval not to be unreasonably withheld or delayed) and in the event of any dispute in relation to this clause such dispute shall be referred for determination in accordance with the provisions of clause 28.

27.2 RHP warrants that RHP is a registered provider as defined in the Housing and Regeneration Act 2008.

27.3 Save as provided for in clause 27.4 the Developer covenants with RHP and its successors in title to the Estate that it shall observe and perform all the obligations contained in the Planning Agreement and the Developer shall indemnify and keep indemnified RHP in respect of any liability whatsoever arising out of a breach or non-observance of this covenant unless such liability results from the actions or omissions of RHP.

27.4 RHP covenants with the Developer to comply with the provisions of the Planning Agreement insofar as they relate to the use and occupation of the Affordable Housing Units and are subsisting and capable of being enforced and RHP shall indemnify and keep indemnified the Developer in respect of any liability whatsoever arising out of a breach or non-observance of this covenant.

- 27.5 The Developer covenants with RHP and RDL and its successors in title to the Estate that the Developer shall indemnify and keep indemnified RHP in respect of any CIL Liability in respect of the Development provided that RHP shall co-operate and use reasonable endeavours to assist the Developer to achieve any available reliefs in respect of CIL.
- 27.6 The Developer covenants with RHP that it shall not seek any variation to the Planning Agreement relating to the Development without the written consent of RHP (such consent not to be unreasonably withheld or delayed).
- 27.7 RHP agrees and undertakes not to make any objection to any planning applications which may be submitted to the Local Planning Authority from time to time by or on behalf of the Developer for planning permission for the Development under the terms of this Agreement and/or any amendments or variations to the Planning Agreement in relation to the Development or any part or parts of it.

28 **Disputes**

- 28.1 In the event of any dispute arising relating to the RDL Works, Community Facility Works or Makerlab Works or the terms of this Agreement including without limitation whether a Planning Permission and/or Planning Agreement contains an Onerous Condition, the parties shall endeavour to resolve the dispute by agreement as quickly as possible but if the dispute has not been resolved within ten Working Days it shall be referred (in the absence of any express provision to the contrary) to an Independent Person appointed jointly by the Developer and RHP.
- 28.2 The Independent Person is to have at least ten years relevant post qualification experience and his identity shall be agreed between the Developer and RHP.
- 28.3 If the parties cannot agree on the Independent Person's identity the Independent Person is to be appointed at the request of either the Developer or RHP by the president or chairman for the time being of whichever of the following bodies is most appropriate having regard to the nature of the dispute:
- 28.3.1 The Royal Institution of Chartered Surveyors;
 - 28.3.2 The Royal Institute of British Architects;
 - 28.3.3 The Institution of Electrical Engineers;
 - 28.3.4 The Institution of Structural Engineers;
 - 28.3.5 The Institute of Chartered Accountants in England and Wales; or
 - 28.3.6 The Law Society of England and Wales.
- 28.4 The Independent Person is to act as an expert and the following provisions shall apply:
- 28.4.1 the Independent Person shall be instructed to allow each party to make representations and counter-representations as to the matters in dispute and to give them due consideration (but the Independent Person is not to be bound by them);

- 28.4.2 the Independent Person shall be instructed to give his decision as quickly as possible in writing with copies being sent simultaneously to the Developer and RHP and to give reasons for his decision;
- 28.4.3 the Independent Person's determination shall be final and binding on the parties (except in cases of manifest error);
- 28.4.4 if the Independent Person dies, delays or becomes unwilling or incapable of acting, either party may ask the President to discharge and replace the Independent Person; and
- 28.4.5 the costs of the appointment of the Independent Person shall be paid by parties in the proportions that the Independent Person decides or in the absence of any such decision from the Independent Person in equal shares.
- 28.5 Where costs of the Independent Person remain unpaid by the party liable to pay them pursuant to this clause, the other party may discharge those costs and recover the sum so paid from the defaulting party as a debt on written demand.
- 28.6 Notwithstanding any other provision in this agreement, any party to this agreement may refer any difference or dispute arising under this agreement in relation to the Works at any time to adjudication. Subject to clause 28.7, any such adjudication shall be governed by the Scheme set out in part 1 of the Schedule to the Scheme for Construction Contract (England and Wales) Regulations 1998 (as amended) (the **Scheme**).
- 28.7 For the purposes of the Scheme, the adjudicator shall, unless otherwise agreed between the parties, be nominated by the Chairman from time to time of the Royal Institution of Chartered Surveyors.

29 **RHP Obligations**

- 29.1 RHP shall as owner of the Estate (following the grant of the Building Lease), give such assistance to the Developer as reasonably required and at the Developer's cost in order for the Developer to deliver the Development and in particular RHP shall at the Developer's request enter into any leases with electricity suppliers for the provision of substations on the site or deeds of easements and wayleaves or other agreements (including but not limited to diversion agreements and adoption agreements) required by utility suppliers (including any ESCO) or any agreement with a local highways authority in respect of the delivery of any estate roads, but only if:
- 29.1.1 it does so in its capacity as landowner only;
- 29.1.2 it does not incur:
- (a) any obligation to carry out the Development;
 - (b) any liability arising out of the Development;
 - (c) obligation to pay money; and
- 29.1.3 it is on terms which are approved by RHP (such approval not to be unreasonably withheld or delayed).

29.2 RHP shall provide all such reasonable assistance as the Developer shall reasonably require in respect of any planning conditions or obligations which relate to the ongoing operation of the Development after Practical Completion of the RDL Works and which are required to be discharged prior to occupation of any part of the Estate.

30 **Notices**

30.1 All notices shall be in writing and shall be duly and validly given or made if:

30.1.1 given or served by personal delivery or sent by special or recorded signed for delivery mail to the persons and the addresses supplied below;

30.1.2 notices to be served on the Developer shall be sent to:

Amanda Miller, Legal Director at Hill Residential Limited, The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN;

30.1.3 notices to be served on RHP and/or RDL shall be sent to:

Executive Director of Development at Richmond Housing Partnership 8 Waldegrave Road Teddington TW11 8GT; and

30.1.4 notices to be served on RDL's Representative shall be sent to such named contact at the organisation named from time to time by RHP to fulfil the role of RDL Representative.

30.2 Notices sent by special or recorded signed for delivery mail shall be deemed to be given or served on the second Working Day after the date of posting unless they are proved to have been received later in which case they shall be treated as given or served on receipt.

30.3 Notices shall not be sufficiently served if only sent by email (unless expressly stated to the contrary).

31 **Title to the Property**

31.1 RHP grants each Building Lease on the relevant Building Lease Completion Date with full title guarantee subject to (and where applicable with the benefit of):

31.1.1 all Local Land Charges whether registered at the date hereof and to all matters capable of registration as Local Land Charges whether or not actually so registered;

31.1.2 all rights of way water and drainage and other easements or quasi-easements (if any) affecting the Property or any part thereof;

31.1.3 matters contained in the Title Numbers insofar as they relate to the Property and are subsisting and capable of being enforced save any financial encumbrances or any cautions or restrictions;

31.1.4 any wayleaves or easements which have already been granted or which may be granted by RHP with the prior approval of the Developer (which approval shall not be unreasonably withheld or delayed where such wayleaves or easements shall not adversely affect the value use and enjoyment of the

Property) after the date hereof but before completion of the Building Lease in over and under or upon the Property in favour of the statutory undertakers service companies or authorities (including British Telecom) for providing water gas electricity cable television and telephone services to the Development;

- 31.1.5 any matters which are unregistered interests which override registered dispositions under Schedule 3 Land Registration Act 2003;
- 31.1.6 the terms of any Planning Agreement and Planning Permission; and
- 31.1.7 those matters contained and referred to in the Building Lease,

and RHP confirms that it has disclosed full and accurate details of all of the matters referred to in this clause 31.1 of which it is aware and RHP shall disclose full and accurate details of any new such matters of which it becomes aware before the relevant Building Lease Completion Date.

- 31.2 The Developer shall be deemed to take the relevant Building Lease with knowledge and notice of matters referred to in clause 31.1 and shall raise no requisition on them except in respect of matters arising from any pre-completion searches, enquiries and requisitions in the period between the date of this Agreement and the Building Lease Completion Date.
- 31.3 This Agreement incorporates the entire contract between the parties and the Developer acknowledges that it has not entered into this Agreement relying upon any representations by or on behalf of RHP save for RHP's Solicitors written statements made and documents provided to the Developer's Solicitor before the date of this Agreement (including for the avoidance of doubt contained in any replies to enquiries received from RHP's Solicitors or in replies to the CPSE suite of documents provided).
- 31.4 For the avoidance of doubt the Developer has satisfied itself in relation to any rights of light as may affect the Property and the Developer shall raise no requisition on such matters (if any) in the period between the date of this Agreement and the Building Lease Completion Date

32 **Conditions of sale**

The Property is let subject to the Conditions so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the provisions of this Agreement.

33 **Condition of Property**

- 33.1 Without limiting the generality of any other provisions of this Agreement the Developer acknowledges that RHP gives no warranty or representation as to the presence on or absence from the Property of any Dangerous Substances nor of any potential Environmental Liabilities in relation to the Property nor of the accuracy of any Environmental Information and the Developer relies on any such information solely at its own risk
- 33.2 The Developer shall:
 - 33.2.1 comply with any remediation plan for the Property agreed and forming part of the Satisfactory Planning Permission (if any); and

33.2.2 give to RHP, within ten Working Days of receipt, a copy of any relevant certification that the remediation works (if any) have been carried out or other evidence of discharge in respect of the relevant planning conditions relating to remediation works.

34 **Assignment**

34.1 The Developer shall not transfer assign or novate the whole or part of this Agreement without RHP's or RDL's written consent, not to be unreasonably withheld or delayed provided that no consent shall be required for:

34.1.1 an assignment of the benefit of this Agreement to a Suitable Substitute or Representative made at the same time as delivery of the deed of covenant referred to in clause 34.4; and

34.1.2 an assignment of the benefit of this Agreement by way of security to a Funder.

34.2 The Developer shall not charge the benefit of this Agreement except to a Funder.

34.3 Any assignment or charge made in accordance with this clause 34 shall be notified to RHP and RDL in writing.

34.4 RHP shall be entitled to assign this Agreement to a Group Entity or by way of the transfer of engagements or merger in accordance with the provisions of the Industrial and Provident Societies Act 1965/Cooperative and Community Benefit Societies Act 2014.

35 **Energy Arrangements**

35.1 The parties acknowledge that as at the date of this Agreement there is no agreed strategy for the provision of heat and/or power to the Estate.

35.2 As soon as reasonably practicable (and before the Phase 1 Completion Date) the Developer shall provide to RHP and RDL details of its proposed heat strategy to serve the Dwellings including the terms of any utility agreement(s) and/or any concession agreement(s) and/or any supply agreement(s) for comment.

35.3 The Developer shall use reasonable endeavours to reflect RHPs and RDL's reasonable representations following a review of the heat strategy. For the avoidance of doubt, the Developer has committed to deliver the heat strategy in line with Good Industry Practice and CP1 Heat Networks Code of Practice (2020), where relevant, and where RDL's/RHPs representations exceed this RDL will be responsible for such costs.

35.4 Where appropriate (and insofar as provisions are not already set out) the Building Lease and each Affordable Housing Underlease shall be amended to deal with the management of the heating system and the payment of service charge, such provisions/strategy to include (without limitation):

(a) arrangements to provide that the occupiers of the Dwellings and Community Facilities and the Makerlab are billed directly in respect of the utility charges and for the avoidance of doubt the costs of the heat will not be charged to RHP through the Affordable Housing Underlease other than those charges relevant to the Registered Housing Provider and required by law;

- (b) obligations to ensure the supply of the relevant utility services to the Property in line with Good Industry Practice;
- (c) utility charges that are in line with and equivalent to cost comparisons (undertaken annually) based on a sample of similar Dwellings in the local area using industry accepted comparators for the heating system employed on a like for like basis over the same period;
- (d) separate metering and billing for every resident and Landlord supply;
- (e) separate contracts between supplier and residents (such that RHP shall have no liability for occupiers' non-payment);
- (f) may include a requirement for RHP to facilitate any arrangement (which may include liabilities) where required to accommodate any matters specifically requested and accepted by RHP;
- (g) responsibility for maintenance of plant and how this is managed and charged for which may include the accumulation of an appropriate sinking fund collected via the heat charges which for the avoidance of doubt does not preclude the collection of a special levy for exceptional maintenance requirements; and
- (h) if there is to be a separate utility agreement with a service provider then the Developer shall provide updates to RHP and give RHP the opportunity to make reasonable representations regarding the form of such agreement.

35.5 The Developer will use reasonable endeavours to obtain best value and take into account any representations of RHP and RDL.

36 Termination

36.1 Right to terminate

36.1.1 If the Developer or any Guarantor:

- (a) suffers an Insolvency Event;
- (b) is in material breach of any of its obligations under this Agreement which is capable of remedy but the Developer has not remedied the breach within such period as is reasonable in all the circumstances having regard to the nature of the breach but in any event being not less than 30 Working Days;
- (c) is in material breach of any of its obligations under this Agreement which is not capable of being remedied;
- (d) does not achieve Practical Completion of the RDL Works by the RDL Works Longstop Date; or
- (e) does not achieve Practical Completion of the Community Facility Works by the Community Facilities Longstop Date;

- (f) does not achieve Practical Completion of the Makerlab Works by the Makerlab Works Longstop Date,,

then subject to clauses 37 and 38 RHP may serve notice in writing on the Developer and the Guarantor to terminate this Agreement.

- 36.1.2 If the Developer has not achieved Start on Site by 1 December 2022 (or such later date as may be agreed by RHP in its absolute discretion and notified to the Developer) RHP shall use reasonable endeavours to negotiate a start date extension with the GLA to 31 March 2023 or such later date as the Developer and RHP agree **provided that** in the event that:

- (a) RHP is unable to agree such extension within a further period of 2months from 1 December 2022; or
- (b) the GLA will not confirm any extension;

then RHP may serve a notice (the **Failure to Commence Notice**) in writing on the Developer and Guarantor to terminate this Agreement

- 36.1.3 If a Failure to Commence Notice is served on the Developer then RHP shall pay the Developer's reasonable, proper and evidenced costs incurred in obtaining the grant of a Satisfactory Planning Permission up to the value of £500,000 and such payment shall be due within 60 Working Days of the date of the Failure to Commence Notice. For the avoidance of doubt any payment under this clause 36.1.3 is only payable if there is in place a Satisfactory Planning Permission.

36.2 If this Agreement is terminated under this clause:

- 36.2.1 the Developer forfeits its interest in the Property and in any works done under this Agreement; and

- 36.2.2 if in occupation, the Developer shall immediately deliver up vacant possession of the Property provided that:

- (a) RHP and the Developer acknowledge that at the date of termination the Contractor may be in occupation of the Property and the Developer will use all reasonable endeavours to end the Contractor's occupation as soon as possible, unless RHP agrees otherwise in writing; and
- (b) the delivery of vacant possession shall be subject to any completed agreements relating to the infrastructure and any completed sales of Dwellings.

- 36.2.3 the Developer shall if required to do so by RHP assign all rights of action it may have against any subcontractors or consultants employed by the Developer absolutely (except where RDL already benefit from Collateral Warranties and/or third party rights against such persons).

36.3 **Novation of Plot Contracts**

On termination of this Agreement under this clause 36 RHP shall use reasonable endeavours to conclude novation arrangements with any purchaser of a Dwelling from the

Developer who has at the date of such termination exchanged a plot agreement for the purchase of such Dwelling subject to RHP having first approved the form of plot agreement and settled the terms of such novation agreement (both parties acting reasonably). On completion of any such novation the deposits paid under such agreements will be assigned to RHP.

36.4 **Step in**

36.4.1 If RHP intends to determine this Agreement pursuant to clause 36.1 it must first serve written notice of such intention on any Funder (and with a copy sent to the Developer and the Guarantor if not already served) specifying the breach and (if capable of remedy) RHP's assessment of the remedy required (the **Funder Breach Notice**) and clauses 36.4.2 – 36.4.5 shall apply.

36.4.2 If during the Step In Period:

- (a) the Funder or the Developer procures the remedy of the breach alleged in the Funder Breach Notice to the reasonable satisfaction of RHP;
- (b) the Funder serves on RHP a Step In Notice and complies with clause 36.4.3;
- (c) the Funder produces to RHP a proposed Suitable Substitute who enters into a deed of covenant with RHP (and in a form acceptable to RHP acting reasonably) in order that the Suitable Substitute covenants to comply with the obligations on the part of the Developer contained in this Agreement; or
- (d) it is subsequently agreed during the Step In Period between RHP and the Funder (or determined pursuant to clause 28) that there are no circumstances in respect of the breach alleged in the Step In Notice entitling RHP to terminate the Agreement,

then RHP shall cease to have the right to determine this Agreement for the breach alleged in the Funder Breach Notice.

36.4.3 A Step In Notice shall be accompanied by a deed of covenant by the Representative to RHP to observe and perform the relevant obligations of the Developer pursuant to this Agreement from the date of the Step In Notice and any subsequent completion of a deed of covenant with a Suitable Substitute shall release the Representative from any obligations it may have pursuant to the covenant given in a Step In Notice from the date the deed of covenant is entered into with the Suitable Substitute.

36.4.4 If at the expiration of the Step In Period (time being of the essence) RHP's right to determine this Agreement in respect of the matters referred to in the Funder Breach Notice subsists the RHP shall be at liberty to terminate this Agreement on giving written notice to the Developer and the Guarantor.

36.4.5 Unless the Funder exercises its rights in this clause 36.4 nothing shall oblige or require the Funder to observe and perform the covenants and obligations of the Developer under this Agreement.

36.4.6 The determination of this Agreement will not prejudice any rights or remedies which the either party may have against the other in respect of outstanding breaches of this Agreement and will be without prejudice to clause 37.

37 **Compensation Sum**

37.1 Following termination RHP shall take such steps as it considers appropriate (in RHP's sole discretion) to procure that the RDL Works, the Developer Works, Makerlab Works and the Community Facility Works reach Practical Completion (and for these purposes this means Practical Completion under the Building Contract or such other building contract as RDL shall place for the RDL Works, the Community Facility Works, Makerlab Works and the Developer Works).

37.2 The parties acknowledge that if RDL have not procured Practical Completion of the RDL Works, the Community Facility Works, Makerlab Works and the Developer Works by the date which is 96 months (the **Required Date**) after the date of termination then Practical Completion shall be deemed to have occurred.

37.3 Following the Practical Completion of the RDL Works and the Developer Works, Makerlab Works and the Community Facility Works (or if earlier the occurrence of the Required Date):

37.3.1 RDL,RHP and the Developer shall seek to agree the Compensation Sum as soon as possible and in the absence of agreement to be determined in accordance with clause 28; and

37.3.2 no later than 30 Working Days after the Compensation Sum is agreed or determined then RHP shall pay the Compensation Sum inclusive of VAT to the Developer.

37.4 The provisions of this clause 37 shall not apply in the event this Agreement is termination as a result a Developer Insolvency Event and for the avoidance of doubt RHP shall not be liable to pay the Compensation Sum.

38 **Compensation for non-delivery of RHP's Phase 2 Conditions and/or RHP's Phase 3 Conditions**

38.1 The Parties acknowledge that the Affordable Housing Package Price arrived at incorporates a subsidy relying on the completion of the Development in order to be financially viable for the Developer and the Parties have consequently agreed the provisions of this clause 38 to cater for the eventuality that Phases 2 and / or Phase 3 do not proceed arising from the failure of RHP to discharge the RHP Phase 2 Conditions and / or RHP Phase 3 Conditions (as the case may be).

38.2 Forthwith following this Agreement determining by virtue of the failure to satisfy the RHP Phase 2 Conditions and / or RHP Phase 3 Conditions (as the case may be),the Developer shall produce on an open book basis a spreadsheet (**Compensation Spreadsheet**) with any necessary accompanying evidence showing the deficit suffered by the Developer by virtue of Phase 2 and / or Phase 3 (as the case may be) failing to proceed (**Compensation Amount**).

38.3 The information produced by the Developer pursuant to clause 38.2 shall be produced on the basis of the Financial Model, and a return to the Developer of a gross profit equal to 17.5% calculated on the Market Value of the Dwellings constructed at the time of the calculation.

38.4 By way of illustration of the methodology of the calculation in this clause 38, the Parties have agreed two worked examples as follows :

Worked example 1:

Phase 1 – Private Dwellings OMV in Phase – £2,894,000

Target outturn position - £506,450 (£2.894m x 17.5%)

Completion of Phase 1 financial position - £6.436 million negative

Therefore, the balance payment required is £6,942,450.

Worked example 2:

Phases 1 and Phase 2 – OMV in those 2 Phases - £42,548,500

Target outturn position - £7,445,987 (OMV x 17.5%)

Completion of Phase 2 financial position – Positive £1,832,000

Therefore, the balance payment required is £5,613,987

38.5 RHP shall have a period of 20 Working Days from receipt of the Compensation Spreadsheet to request any further information to verify the numbers contained in it.

38.6 RHP shall within 10 Working Days of the expiry of the period referred to in clause 38.5, serve written notice on the Developer either agreeing the Compensation Spreadsheet or disputing it, failing which RHP shall be deemed to agree the Compensation Spreadsheet. T&H

38.7 In the event that RHP serves notice pursuant to clause 38.6 disputing the Compensation Spreadsheet then such dispute shall be resolved by an independent expert in accordance with the provisions of clause 28 hereof. T&H

38.8 RHP shall pay to the Developer the Compensation Amount within 15 Working Days of its agreement (deemed or otherwise) or as determined pursuant to clause 38.7 hereof. T&H

39 Rights of Light

39.1 RHP will procure that the Council waives any rights of light it benefits from over the Estate in accordance with the terms of the Collaboration Agreement.

40 **General**

- 40.1 Where the context so admits the provisions of this Agreement shall remain in full force and effect notwithstanding completion of the Building Lease (or any one of them) in so far as they remain to be observed and performed.
- 40.2 The failure by either party to enforce at any time for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all or any terms and conditions of this Agreement.
- 40.3 In the case of any discrepancy between the Plans and Specifications and/or the terms of this Agreement the order of priority shall be the terms of this Agreement and then the Plans and Specifications.
- 40.4 To the extent (if any) that any Plans and Specifications attached to or referred to in this Agreement show the layout design or nature of the Development they are for illustrative purposes only and the Developer may in their discretion vary such layout design or nature provided that such variation does not have a material adverse effect on RHP's interest.

41 **Documents**

- 41.1 RHP shall on written request be entitled to be supplied by the Developer with two sets of copies of the Plans and Specifications (as amended). Further requests by RHP for additional copies of the Plans and Specifications shall be at RHP's sole cost.
- 41.2 A minimum of three months prior to each of the RDL Works and/or the Community Facility Works, Makerlab Works (as applicable) being Practically Completed the Developer shall provide the following:
 - 41.2.1 a 1:200 site layout suitable for marketing material;
 - 41.2.2 1:50 general arrangement floor layouts and elevations with technical overlays removed (for marketing purposes) for each building type;
 - 41.2.3 landscape drawings;
 - 41.2.4 a planting schedule;
 - 41.2.5 an external finishing schedule;
 - 41.2.6 predicted energy assessment for each residential unit; and
 - 41.2.7 a 1:500 plan for each dwelling and or unit suitable for conveyancing purposes.
- 41.3 The Developer grants to RHP an irrevocable royalty-free non-exclusive licence to use and reproduce the Documents for any purpose connected with the Community Facility Works, RDL Works and Developer Works, Makerlab Works including, the execution completion maintenance letting management sale advertisement alteration extension reinstatement and repair of the Affordable Housing Units, the Developer Works, Makerlab Works or the Community Facility Works or any part. Such licence will be on such terms as the Developer can reasonably secure from the Architect or other Professional Team member and if possible shall carry the right to grant sub licences and shall be transferrable to third

parties. The Developer shall not be liable for any use of the Documents for the purposes other than for which they were prepared and provided by the Developer.

42 **Confidentiality**

No party shall without the approval of the other parties (such approval not to be unreasonably withheld or delayed) disclose the terms of this Agreement save that either party may, to the extent necessary, disclose such information:

42.1 to its employees, officers, representatives, advisers, prospective purchasers and funders;

42.2 ^{RHP} to the Council;

42.3 as may be required by law or by any relevant listing authority, Greater London Authority, Homes England or Regulator of Social Housing; or

42.4 to the extent necessary in order to carry out the Development.

43 **Severability**

If any provision of this Agreement is declared to be invalid or unenforceable it shall not affect the validity or enforceability of the remaining provisions of this Agreement.

44 **Guarantor's Covenants**

44.1 In consideration of RHP entering into this Agreement at the request of the Developer, the Guarantor undertakes with and guarantees to RHP by way of primary obligation that the Developer will pay the First Payment and Second Payment on the due date in the case of the Developer's default and make good to RHP forthwith any proper costs claims demands expenses and/or liability to RHP or RDL arising out of such default.

44.2 The Guarantor waives any right to require RHP to proceed against the Developer to pursue any other remedy of any kind which may be available to RHP before proceeding against the Guarantor.

44.3 RHP shall take reasonable steps to mitigate any loss, damage, claim, costs or expenses arising as a result of the Developer or the Guarantor's failure to perform any obligations and in any proceedings brought by RHP or RDL under this clause the Guarantor shall be entitled to rely on:

44.3.1 the equivalent rights in defence of liability as the Guarantor would have been able to raise against RHP were it to have been the Developer under this Agreement; and

44.3.2 any counterclaim that the Developer has against RHP.

44.4 The Guarantor acknowledges and accepts that none of:

44.4.1 any neglect or forbearance on the part of RHP in enforcing or giving time for or other indulgence in respect of the observance or performance of any of the obligations on the part of the Developer;

44.4.2 the fact that the Developer or RHP may have assigned or purported to assign its interest under this Agreement; or

44.4.3 any variation of the terms of this Agreement made with the consent of the Guarantor,

shall in any way affect the liability of the Guarantor and the Guarantor shall (where requested by RHP) confirm this in any variation or assignment or waiver of this Agreement

44.5 The Guarantor covenants with RHP to indemnify RHP against all reasonable and proper losses, damages, costs and expenses arising out of any default by the Developer in performing its obligations under this Agreement provided that RHP shall use all reasonable endeavours to mitigate any loss and shall not settle any claim without first obtaining the consent of the Guarantor.

44.6 In the event of the Guarantor being subject to an Insolvency Event, the Developer shall have a period of 20 Working Days to procure a replacement guarantor, acceptable to RHP, before RHP shall be able to exercise its rights under clause 36.1.1(a).

45 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement contract does not have any rights to enforce it under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.

46 **Jurisdiction**

46.1 This Agreement and any dispute, claim or difference arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with the laws of England and Wales.

46.2 Subject to any provision of this Agreement which expressly permits or requires some other means of dispute resolution to be used, the Courts of England and Wales shall have exclusive jurisdiction in relation to any matter, claim, dispute or difference arising out of or in connection with this Agreement (whether contractual or non-contractual in nature).

47 **Charities clause**

The Estate is currently held freehold by Richmond Housing Partnership Limited which is an exempt charity for the purposes of the Charities Act 2011.

48 **Value Added Tax**

48.1 In this clause 48, the following definitions shall apply:

HMRC means HM Revenue & Customs;

Order means the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892);

Reverse Charge means, in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier; and

Supply means a supply made for VAT purposes under or in connection with this Agreement in respect of the Works by the Developer and Supplies shall be construed accordingly.

48.2 The Parties agree and confirm that the procedure for the payment of VAT (if any) by either party to the other shall be governed entirely and exclusively by the provisions of this clause 48 notwithstanding any other provision of this Agreement.

48.3 Save as otherwise expressly stated in this Agreement, 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. 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 save where such consideration is expressed in this Agreement to be inclusive of VAT) an amount equal to the amount of that VAT upon the later of:

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

48.3.2 the receipt by the recipient of the supply of a valid VAT invoice in respect of that VAT.

48.4 RHP and RDL confirm that the requirements specified in article (8)(1)(b) of the Order will be satisfied in respect of any Supply and the parties consider that the Reverse Charge will not apply to the Supplies so that it is for Developer to account for and pay VAT to HMRC.

48.5 Where the Developer has accounted for VAT on Supplies (on the understanding that the Reverse Charge did not apply) but HMRC notifies RHP and/or RDL in writing that the Reverse Charge did apply in respect of those Supplies and, notwithstanding that Developer has accounted for VAT to HMRC in respect of those Supplies, RHP or RDL has to account for VAT under the Reverse Charge on those Supplies, the Developer shall, within two Working Days of receipt of a copy of such notice, issue a credit note to RHP or RDL as the case may be in respect of those Supplies and, promptly following recovery of the equivalent VAT from HMRC, pay to RHP or RDL as the case may be the amount of VAT included in such credit note.

48.6 The Developer warrants and undertakes to RHP that neither it nor any 'relevant associate' (to be construed in accordance with paragraph 3 of Schedule 10 to the VAT Act) of the Developer nor any 'relevant group member' (to be construed in accordance with paragraph 21(12) of Schedule 10 to the VAT Act) of the Developer has exercised or will exercise the option to tax or any real estate election in relation to the Property (or any part thereof).

49 **Costs**

On the date of this Agreement the Developer shall pay to RHP the sum of £100,000 in relation to their costs (exclusive of VAT) to date. For avoidance of doubt any sums paid under this clause are on account of and deductible from the Premium but such sum is not refundable in the event of Termination of this Agreement.

50 **Signage Requirements**

The Developer shall arrange at its own cost and at the request of RDL, for a sign and/or hoarding to be erected at the Property, the format and size to be agreed between the parties (acting reasonably) to confirm the involvement of RHP and the Council in the Development.

51 **Construction Industry Scheme**

51.1 In this clause 51:

Change of Status Notice means any notice from HMRC (served under Regulation 6(6) of the CIS Regulations) of a change in the status of the Developer;

CIS Regulations means the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) as amended by the Income Tax (Construction Industry Scheme) (Amendment) Regulations 2007 (SI 2007/672);

CIS Rules means the rules of the construction industry scheme as set out in Part 3, Chapter 3 and Schedule 11 of the FA 2004 and the CIS Regulations;

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

Contract Payment has the meaning given in Section 60 of the FA 2004;

FA 2004 means the Finance Act 2004;

HMRC means HM Revenue & Customs;

Payment means any payment to be made by RHP or RDL to the Developer under this Agreement; and

Verification means verification required to be made under Regulation 6(1) of the CIS Regulations.

51.2 Notwithstanding any other provisions in this Agreement, the Parties acknowledge that any Payment under this Agreement is a Contract Payment under a Construction Contract and RHP or RDL (as the case may be) will make any deduction from such payments as required by the CIS Rules.

51.3 RHP, RDL and the Developer shall each comply with the CIS Rules.

51.4 If RHP or RDL receives a Change of Status Notice then any Contract Payment made after the date specified in such notice shall be made in accordance with it (and this clause shall apply equally to any further Change of Status Notice(s) which may be received by RHP or RDL from time to time).

51.5 The Developer:

51.5.1 warrants to RHP and RDL that its unique taxpayer reference (UTR) is 1636820693 ;

- 51.5.2 warrants to RHP and RDL that it is registered for gross payment under Section 63(2) of the FA 2004;
- 51.5.3 undertakes to promptly provide to RHP and RDL any information reasonably requested by RHP or RDL to enable RHP or RDL to verify whether the Developer is registered for gross payment or payment under deduction for the purposes of the CIS Rules;
- 51.5.4 undertakes to promptly inform RHP and RDL in writing in the event that it is not or it ceases to be registered for gross payment for the purposes of the CIS Rules; and
- 51.5.5 undertakes to promptly provide to RHP and RDL any information reasonably requested by RHP or RDL to enable RHP or RDL to comply with their respective obligations under the CIS Rules including (without limitation) information to show how much of any payment represents the direct cost to the Developer or to any other person of materials used or to be used in carrying out the construction operations to which this Agreement relates.

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

Planning

1 Planning

1.1 Protocol

The Developer shall comply with the 'Planning Protocol' at Appendix 9 Provided That to the extent the Planning Protocol includes a timetable which predates the date of this Agreement, RHP and the Developer shall agree a revised timetable as soon as practicable after the date hereof, both parties acting reasonably.

1.2 Developer's Planning Application

1.2.1 The Developer shall at its own expense within six calendar months after the date of this Agreement submit to RHP for its approval (such approval not to be unreasonably withheld or delayed) the proposed Planning Application.

1.2.2 RHP shall provide its comments to the proposed Planning Application within ten Working Days of receipt but if no comments are provided to the Developer by RHP within such period, then the Developer shall submit a further notice to RHP reminding it of its need to provide approval within a further five Working Days (time being of the essence), and if no such approval or response is provided within such period the proposed Planning Application shall be deemed approved.

1.2.3 The Developer shall pay due regard to RHP's comments on the proposed Planning Application but in the event of any dispute the provisions of clause 28 of this Agreement shall apply.

1.2.4 Once RHP have approved the Planning Application in accordance with this paragraph 1 and the Planning Protocol at Appendix 9, or the Planning Application has been approved in accordance with the dispute resolution procedure the Developer shall submit (within a further 20 Working Days) the Planning Application to the Local Planning Authority.

1.2.5 The Developer shall if requisite or desirable in order to obtain Planning Permission enter into discussion or negotiation with the Local Planning Authority including any Planning Performance Agreement required.

1.2.6 The Developer may in consequence of discussion or negotiation with the Local Planning Authority if requisite or desirable amend or withdraw the Planning Application and as soon as reasonably practicable after withdrawal of any Planning Application submit a new Planning Application, such new Planning Application being agreed with RHP in accordance with the terms of this paragraph 1.

1.3 Developer to keep RHP informed

In conducting discussion or negotiation with the Local Planning Authority the Developer shall:

- 1.3.1 keep RHP informed of the progress of the Planning Application and any Proceedings;
- 1.3.2 allow RHP to attend meetings with the Local Planning Authority and to participate at them; and
- 1.3.3 not agree any material changes to the Planning Application without the consent of RHP such consent not to be unreasonably withheld or delayed.

1.4 **Co-operation of RHP**

1.4.1 RHP shall co-operate with the Developer and use reasonable endeavours to assist the Developer to discharge the Planning Condition, but in so doing RHP may not act independently of the Developer. Without prejudice to the generality of this paragraph 1.4 RHP shall on reasonable prior written notice afford the Developer and any Relevant Authority all necessary rights of access to the Estate and where necessary shall enter into any Planning Performance Agreement required by the Local Planning Authority and/or the Developer required to progress the preparation of the Planning Application. TEH

1.4.2 Without prejudice to the generality of this paragraph 1.4.1 RHP will, if it is necessary to do so to procure the grant of a Satisfactory Planning Permission, at the request and cost of the Developer enter into any Planning Agreement that has been negotiated by the Developer **provided that**:

- (a) it must be stipulated in the Planning Agreement that any planning obligations are to become operative only if the development to which they relate is begun, and that RHP is in any event to be relieved from all liability for them after it has parted with all interest in the Property; and
- (b) the Developer agrees to indemnify RHP against such liability as may arise under or in respect of the provisions of the Planning Agreement (save in respect of any provisions relating to the occupation of affordable housing units under the Planning Agreement).

1.4.3 Without prejudice to the generality of this paragraph RHP shall not make any applications to the Local Planning Authority:

- (a) to submit any planning applications in respect of the Estate;
- (b) to vary or otherwise amend any existing planning permissions, planning applications or planning agreements in respect of the Estate; and
- (c) to vary or otherwise amend the Planning Application.

1.4.4 RHP shall not make any objections to the Planning Application or any subsequent application for approval of reserved matters under any Planning Permission.

2 **CIL**

2.1 RHP and the Developer shall each take such action as is necessary to enable compliance with the CIL Regulations.

2.2 Without prejudice to the generality of the foregoing, RHP shall not assume liability for CIL in respect of the Chargeable Development under Regulation 31 of the CIL Regulations.

2.3 RHP shall not Commence the Development.

2.4 The Developer shall indemnify RHP in respect of any CIL due in respect of the Development but RHP shall co-operate and use reasonable endeavours to assist the Developer to achieve any available reliefs.

3 **Planning Decision Notification**

3.1 The Developer shall supply a copy of a Decision Notice to RHP within 15 Working Days after the date upon which it is received by the Developer together with a copy of any related Planning Agreement.

3.2 When submitting the Decision Notice and Planning Agreement to RHP pursuant to paragraph 3.1, the Developer shall provide a schedule of accommodation which shall include details of the plots, tenure and area.

4 **Satisfactory Planning Permission**

4.1 Within 20 Working Days of receipt of a Planning Permission the Developer shall notify RHP in writing whether or not the Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission and if not stating its reasons why not. The Developer may only state that the Planning Permission (and any related Planning Agreement) is not a Satisfactory Planning Permission because of the presence of any Onerous Conditions.

4.2 Within 20 Working Days of receipt of a copy of a Planning Permission (and any related Planning Agreement) from the Developer RHP shall respond in writing to the Developer:

4.2.1 if the Developer has notified RHP that it considers that the Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission RHP shall notify the Developer in writing either:

(a) that it agrees that the Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission in which case the Planning Permission (and any related Planning Agreement) shall be treated as a Satisfactory Planning Permission; or

(b) that it disagrees that the Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission in which case RHP shall set out its reasons why it considers the Planning Permission (and any related Planning Agreement) is not a Satisfactory Planning Permission,

and in the event there is a dispute between the parties, then the provisions of paragraph 4.3 shall apply.

4.2.2 if the Developer has notified RHP that it considers that the Planning Permission (and any related Planning Agreement) is not a Satisfactory Planning Permission RHP shall notify the Developer in writing either:

- (a) that it agrees that the Planning Permission (and any related Planning Agreement) is not a Satisfactory Planning Permission in which case the parties shall discuss what reasonable actions are required to secure a Satisfactory Planning Permission and the Developer shall carry out such actions which it reasonably considers necessary to secure a Satisfactory Planning Permission within such timescale as the parties shall agree; or
- (b) that it disagrees that the Planning Permission is not a Satisfactory Planning Permission in which case RHP shall set out its reasons why it considers the Planning Permission is a Satisfactory Planning Permission,

and in the event there is a dispute between the parties, then the provisions of paragraph 4.3 shall apply.

4.3 Any dispute between the parties as to whether a Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission shall at the instigation of either party be referred to an expert in accordance with clause 28.

5 Appeal against Planning Refusal

5.1 In the event of a Planning Refusal the Developer shall at its own expense seek the opinion of Counsel as to the prospects of success of an Appeal and where Counsel is of the opinion that there is a greater than 60 per cent chance of the Appeal resulting in the grant of a Satisfactory Planning Permission then RHP and the Developer will discuss the likely timing of running the Appeal relative to the Construction Commencement Date of Phase 1 both parties acting reasonably.

5.2 In the event that the parties are of the view that there is insufficient time to run an Appeal to a successful conclusion then RHP shall use reasonable endeavours to negotiate with the Greater London Authority to agree an extension of their site commencement requirements so as to allow the Construction Commencement Date Phase 1 to be commensurately extended with the period of such extension to be approved by both RHP and the Developer.

5.3 Where an extension pursuant to clause 5.2 is obtained and agreed the Developer will prosecute the Appeal with all due diligence and will conduct its part in the Appeal proceedings in a good and efficient manner.

5.4 In prosecuting the Appeal the Developer will:

5.4.1 keep RHP informed about the progress of the Appeal; and

5.4.2 allow RHP to attend at conferences with Counsel and other relevant meetings.

5.5 Notwithstanding any other provisions of this clause 5 the Developer is entitled in its absolute discretion to lodge and Appeal at any time irrespective of the chances of its success.

6 **Grant of Planning Permission**

6.1 Subject to the provisions of paragraph 6.2 below, the Planning Condition will be discharged on the last to occur of:

6.1.1 the date on which the Developer and RHP (both acting reasonably) agree that the grant of a Planning Permission (and any related Planning Agreement) by the Local Planning Authority or by the Mayor or by the Secretary of State is a Satisfactory Planning Permission pursuant to paragraph 4 of this Schedule or in the case of disagreement the Independent Person has determined that the Planning Permission (and any related Planning Agreement) is a Satisfactory Planning Permission; and

6.1.2 the date of completion of a Planning Agreement, if required by the Planning Permission and entered into after the date of grant of the Planning Permission **provided that** such Planning Agreement shall be subject to the notification and approval process set out at paragraph 4 of this Schedule and the Planning Permission shall not be a Satisfactory Planning Permission unless the process set out at paragraph 4 has resulted in agreement that the Planning Agreement contains no Onerous Condition or an Independent Person appointed pursuant to clause 28 has determined that the Planning Agreement does not contain any Onerous Condition.

6.2 Notwithstanding the grant of Satisfactory Planning Permission and completion of a Planning Agreement (if appropriate), the Planning Condition shall not be treated as discharged until one of the following events has occurred:

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

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

6.2.3 all Proceedings have been withdrawn,

and in any such case the application has been finally disposed of leaving in place the Satisfactory Planning Permission and the Planning Agreement (if appropriate) in a form which discharges the Planning Condition.

7 **Mutual co-operation**

Neither the Developer nor RHP shall knowingly do any act or thing in any way prejudice the Planning Application or any Appeal.

Schedule 2

Overage

1 The following definitions apply in this Schedule:

Base Developer Return means 22.5%;

Authorised Disposal means:

- (a) in respect of a leasehold Private Unit, that it has been sold (by the Developer) by way of the grant of a Residential Underlease; or
- (b) in respect of a freehold Private Unit, that it has been transferred by the Developer (or by RHP at the Developer's direction) by means of a Housing Unit Transfer in accordance with this Agreement;
- (c) mortgage or charge of the Property or any part of it to a Funder;
- (d) the granting of a licence or tenancy in respect of the Property or any part of it on terms which (under the law prevailing at the time) would entitle the owner of the Property without obtaining any Court Order and without taking any steps save for the service of a notice on the occupant to obtain occupation of the Property with vacant possession not later than 60 months from the date of such grant;
- (e) a disposition of a part of the Property to a local authority or statutory body pursuant to a Planning Agreement;
- (f) a disposition of part of the Property to a statutory body or service supply company in respect of electricity substations, gas governors or water pumping stations or other statutory services which have been or are to be constructed or installed in or upon the Property;
- (g) a disposition to any part of the Property to a highway authority for the purposes of adoption of the roads and footpaths and cycleways (if any) to be constructed on the Property;
- (h) a disposition to a management company for the purposes of managing any common parts and facilities on the Property provided that the disposition restricts the use to such a purpose;

and the expression **Disposal** and **Disposition** shall be construed accordingly

Disposal Value the gross proceeds (excluding any VAT) received or receivable from the donee of, or attributable to, a Disposal including (but not limited to) the value of any money or money's worth, deferred consideration or any part exchange property (being any property received or receivable as the whole or part of the consideration for the relevant Private Unit);

Deemed Disposal Value means:

- (a) where a reservation agreement or an agreement for sale and purchase has been exchanged in respect of the relevant Unsold Unit the agreed purchase price as stated in such agreement (less any Sales Incentives or Purchaser's Extras); and
- (b) where no reservation agreement or an agreement for sale and purchase has been exchanged in respect of the relevant Unsold Unit the Residential Market Value of such Unsold Unit (less a reasonable estimate of any Sales Incentives which may be applicable to such Unsold Unit)

Net Private Revenue means the aggregate of :

- (a) the Disposal Values of all the Disposals completed on or before the Trigger Date; and
- (b) and the Deemed Disposal Values of all the Unsold Units;

Notional Costs means:

- (a) any Total Development Costs which the Developer has not incurred by the Trigger Date but which it would be necessary for the Developer to incur in order to complete the Development and dispose of the Private Units; and
- (b) any Total Development Costs incurred by the Developer by the Trigger Date but the final amount of those Total Development Costs has not been ascertained;

provided that there shall be no double-counting so that no item shall be included within Notional Costs more than once;

Purchaser's Extras means any items or enhancements that are not included within the standard specification for the Private Units including (but not limited to) curtains, carpets, white goods, furniture or landscaping and for which a purchaser makes an additional payment;

Private Unit	means any Dwelling on the Development excluding any Affordable Housing Units and excluding any other units disposed of to RHP in order to comply with any obligations as to the delivery of affordable housing within a Satisfactory Planning Permission;
Residential Market Value	means the open market value at the Trigger Date of a Private Unit (where the relevant lease or transfer (as the case may be) is in substantially the same form (mutatis mutandis) as the forms of lease or transfer used for equivalent Private Units) on a Disposal between a willing buyer and a willing seller in a bona fide arm's length transaction after proper marketing and where the parties had each acted knowledgeably, promptly and without compulsion, ascertained in accordance with the Royal Institution of Chartered Surveyors Appraisal and Valuation Manual Practice and Guidance Notes current as at the Trigger Date;
Residential Underlease	means an underlease of a Dwelling for a term of more than 7 years ;

Sales Incentives

means any inducement or incentive provided/paid to induce a purchaser to enter into a purchase of Private Unit including:

- (a) Furniture and fittings (including increased cost due to specification upgrade) at cost;
- (b) Carpets at cost;
- (c) Curtains / blinds at cost;
- (d) Cash hand-back;
- (e) Payment of a non-Returnable deposit;
- (f) Mortgage subsidy;
- (g) Purchasers legal costs at cost;
- (h) Purchasers survey/valuation cost;
- (i) SDLT refund;
- (j) Removal costs;
- (k) Overpayment above market value of a part exchanged property;
- (l) Irrecoverable VAT from the Sales Incentives;

and here the calculation is being undertaken as at the Trigger Date, a reasonable estimate of any Sales Incentives shall be applied to any Unsold Units and in any such case and for the purposes of calculating the Sales Overage Payment shall not exceed 5%% of the Disposal Value;

Sales Overage Payment

means the amount an overage to be paid by the Developer to RHP and calculated in accordance with paragraph 2 of this Schedule;

Total Development Costs

means all costs reasonably and properly incurred by the Developer in connection with the Development including (but not limited to) the Premium (including any SDLT payable thereon), build and construction costs, costs of obtaining a Satisfactory Planning Permission, consultants fees costs of sales and marketing, costs of funding (including interest thereon) and Notional Costs (provided that there shall be no double-counting so that no item shall be included within Total Development Costs more than once);

Total Revenue

means all revenue received by the Developer in respect of the Development (including for the avoidance of doubt the Affordable Housing Package Price);

Trigger Date	means the earlier of:
	(a) 48 months from the date of grant of the Building Lease for Phase 3; and
	(b) the date on which the final Private Unit on Phase 3 is Disposed of;
Unsold Unit	means a Private Unit which has not been Disposed of on or prior to the Trigger Date.

2 Sales Overage Payment

2.1 On the Trigger Date the Sales Overage Payment shall be calculated in accordance with the following formula:

$$(A - B) - (C \times D) = E$$

$$E \times 50\% = \text{Sales Overage Payment}$$

where:

"A" represents the Total Revenue (expressed in £);

"B" represents the Total Development Costs (expressed in £);

"C" represents the Net Private Revenue (expressed in £); and

"D" represents the Base Developer Return (expressed as a percentage).

2.2 In the interests of clarity the parties have attached a worked example at Appendix 5 to demonstrate the intended operation of the above formula but in the event of there being any conflict between such worked example and the provisions of this paragraph 2 (and the associated definitions) this paragraph 2 shall prevail.

2.3 Within 20 Working Days of the Trigger Date the Developer shall provide RHP with its calculation of the Sales Overage Payment (the **Developer's Statement**).

2.4 If reasonably requested, the Developer shall provide or make available to RHP full details and sufficient evidence (in each case satisfactory to RHP, acting reasonably) of all of the components of the calculation of the Sales Overage Payment referred to on the Developer's Statement (including the disclosure of the Total Development Costs on an open book basis).

2.5 RHP shall, acting in good faith, confirm within 20 Working Days of provision of the Developer's Statement and receipt of any additional evidence supplied in accordance with paragraph 2.4 whether RHP approves the same.

2.6 The Developer shall pay the Sales Overage Payment (calculated in accordance with the Developer's Statement) to RHP within 10 Working Days of the relevant Sales Overage Payment being agreed or determined.

- 2.7 The Developer and RHP:
- 2.7.1 agree to act in good faith in relation to their obligations in this Schedule; and
- 2.7.2 shall not take any act or action where the principal purpose or effect is to avoid or reduce the size of the payment to be made pursuant to this paragraph 2;
- 2.8 Any dispute in relation to the matters referred to in this paragraph 2 shall at the instigation of either party be referred to an expert in accordance with clause 28 of this Agreement.

3 **Restriction on Disposals – Sales Overage**

- 3.1 Prior to payment of the Sales Overage Payment, the Developer shall not Dispose of the Property or any part thereof (other than by way of an Authorised Disposal) unless the Disponee has executed a Deed of Covenant and delivered it to RHP
- 3.2 The parties hereto shall promptly apply to the Land Registrar to enter a restriction in the following form on the Proprietorship Register of each Building Lease (with such changes, if any, as the Land Registrar shall require or suggest);

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of a registered charge, not being a charge registered before the registration of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [3.1 of Schedule 2] of an Agreement dated [] 2021 and made between (1) Richmond Housing Partnership Limited and (2) RHP Develop Limited (3) Hill Residential Limited and (4) Hill Holdings Limited have been complied with or that they do not apply to the disposition".

4 **Interest**

Where the Develop fails to pay to RHP any sums due and payable under this Schedule on the due date the Developer shall pay to RHP interest on that sum at a default rate of 4% above the Bank of England Base Rate from time to time in force from the due date of payment until actual payment.

Schedule 3

Payment procedure in relation to RDL Works and Community Facility Works

1 General provisions

References in this Schedule 3 to a paragraph are references to such paragraph in this schedule or the Agreement (as the context requires).

2 Payment

2.1 The Developer shall make an Application for Payment on the 28th day (or the nearest Working Day) of each calendar month following the commencement of the RDL Works or in the case of the Community Facility Works, the Developer shall make an Application for Payment on the 28th day (or the nearest Working Day) of each calendar month following the CF Payment Trigger Date.

2.2 The due date of payment of any monies payable to the Developer pursuant to this Agreement shall be the date of receipt by RDL's Representative of the Developer's Application for Payment submitted in accordance with paragraph 2.1 (the **Due Date**).

2.3 Within five days of the Due Date RDL's Representative shall give notice of the sum it considers to have been due on the Due Date and the basis on which that sum is calculated (the **Payment Notice**).

2.4 If RDL's Representative does not issue a Payment Notice in accordance with paragraph 2.3 then the Developer's Application for Payment under paragraph 2.1 shall be treated as the Payment Notice.

2.5 The final date for payment of any sum payable pursuant to this Agreement shall be 21 days after the later of:

2.5.1 the Due Date; and

2.5.2 receipt of a valid tax invoice addressed to RHP and for the attention of RDL's Representative in the amount stated in the Payment Notice,

(the **Final Date for Payment**).

2.6 RDL shall be entitled to pay less than the amount stated in the Payment Notice and RDL's Representative shall issue a notice specifying the sum it considers to be due on the date the notice is served and the basis on which that sum is calculated (the **Pay Less Notice**). The Pay Less Notice shall be served on the Developer no later than five days before the Final Date for Payment.

2.7 Subject to paragraph 2.6, RDL shall pay the Developer the amount stated in the Payment Notice by the Final Date for Payment. Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment shall be not less than the amount stated in it as due.

2.8 In the event that the Developer becomes insolvent (as set out in section 113(2), 113(3), 113(4) or 113(5) of the Housing Grants Construction and Regeneration Act 1996 (as amended)) RDL shall not be obliged to pay any sum that has become due to the

Developer insofar as RDL's Representative has issued or shall issue a Pay Less Notice in accordance with paragraph 2.6 or if the Developer becomes insolvent after the date on which the Pay Less Notice in relation to that sum could have been issued in accordance with paragraph 2.6.

- 2.9 Notwithstanding any other provision of this Agreement RDL's Representative may in any subsequent payment to the Developer delete, correct and/or modify any sum or sums previously paid by RDL to the Developer.
- 2.10 In the event that sums due to be paid by RDL under this Agreement are not paid on or before the relevant Final Date for Payment, RDL will pay interest at the Contract Rate for the time being on so much of the amount due as outstanding from the Final Date for Payment until the payment is received by the Developer in cleared funds.
- 2.11 RDL may retain the Retention from payments made under this Schedule 3 in respect of the RDL Works which shall be released to the Developer within seven days of the issue of the certificate of making good defects in accordance with clause 18.6.

Executed as a deed by affixing the Common Seal)
of **RICHMOND HOUSING PARTNERSHIP**)
in the presence of:)

Common Seal

.....

Authorised Signatory

.....

Authorised Signatory

Executed as a deed by RHP DEVELOP LIMITED)
acting by:)
)

.....

Director

.....

Director/Company Secretary

Executed as a deed by HILL RESIDENTIAL)
LIMITED)
acting by:)

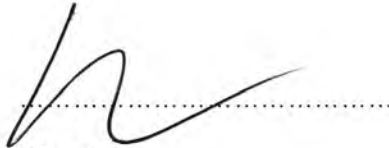


.....
Director

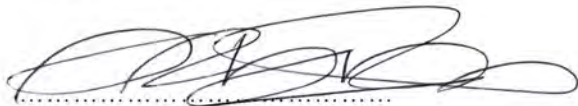


.....
Director/~~Company Secretary~~

Executed as a deed by HILL HOLDINGS)
LIMITED)
acting by:)



.....
Director

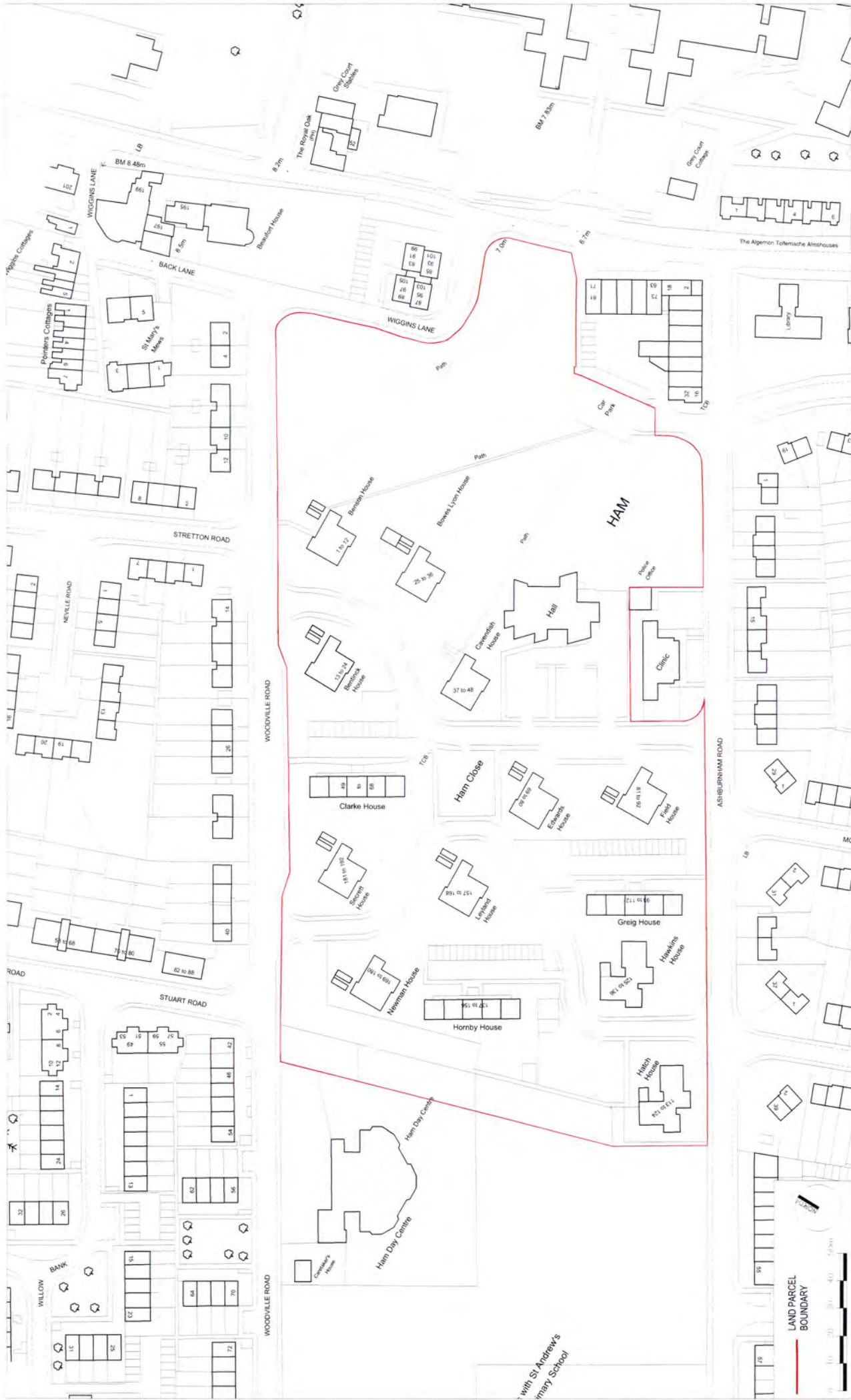


.....
Director/~~Company Secretary~~

Appendix 1

Appendix 1

Estate Plan



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

Rev	Date	Drawn	Check
	30/04/18	ALH	ALH
A	17/05/18	ALH	CD
B	05/02/19	FA	CD
C	07/02/20	JM	CD

Notes/revisions:

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

Project Brief

Section A - Project Identification

Project Title	Ham Close Regeneration
Project Address (Attach Location Map)	Ham Close, Ham, Richmond
Local Authority	London Borough of Richmond Upon Thames
Section B – Client Requirements	
Scheme Design Objectives (If Applicable e.g. Client Led Design)	As set out in Agreement for Lease and Development
Outline Accommodation & Tenure Schedule	To be determined by planning and in accordance with the Agreement for Lease and Development
Scheme Specific Requirements:	To be determined by planning and in accordance with the Agreement for Lease and Development
Specific Environmental Improvements Required	To be determined by planning and in accordance with the Agreement for Lease and Development
Supported Housing	Not applicable
Adaptations Requirements	To be determined by planning and in accordance with the RHP Works Specification contained within the Agreement for Lease and Development
Lifetimes Homes Requirements	To be determined by planning and in accordance with the Agreement for Lease and Development

Local Authority Requirements	To be determined by planning and in accordance with the Agreement for Lease and Development and Collaboration Agreement
Consultation Strategy/Requirements	To be determined by planning and in accordance with the Agreement for Lease and Development and Collaboration Agreement
Proposed Outline Project Timetable	As set out in the Agreement for Lease and Development
Section C – Site Information – Planning (If Known)	
Site Planning Status:	As set out in the Agreement for Lease and Development
Planning Consent in Outline/Detail (Approvals Attached)	As set out in the Agreement for Lease and Development
Section E – Site Information – Legal	
Site Ownership Details	As set out in the Agreement for Lease and Development
Timetable for Acquisition	As set out in the Agreement for Lease and Development
Current Site Use – Details of Nature of Occupation	As set out in the Agreement for Lease and Development

Appendix 2A
RDL Works Specification

Appendix 2 Soft Landscape Specification

A1.1 Standards and Definitions

A1.1.1 The soft landscape works are defined as the preparation and laying of topsoil, the turfing or planting of cultivated areas in accordance with project drawings, this specification, and any planning requirements.

A1.1.2 All materials and working practices are to comply with relevant British Standards, Landscape Institute Best Value Guidelines, NHBC/relevant warranty provider standards and Building Regulations current at the time of development.

A1.1.3 Materials, goods and workmanship shall be of the best quality of their respective kinds, and for those for which there is a British Standard or Code of Practice shall comply therewith, unless otherwise stated. Preambles and descriptions of materials, goods and workmanship given in any one section or trade shall apply throughout this specification, unless otherwise described.

A1.2 Supervision, Health and Safety

A1.2.1 The Landscape Contractor is fully accountable for demonstrating statutory compliance and in particular comprehensive risk assessment for all works and undertakings in respect of the provision of landscape implementation and maintenance. The Landscape Contractor is responsible for ensuring Risk Assessment and arising Method Statements shall be fully integrated with all maintenance procedures.

A1.2.2 All work is to be undertaken in strict accordance with the general safety standards laid down to prevent injury or damage to persons or property. Comply with all relevant and current Legislation, Regulations & Codes of Practice.

A1.2.3 The Landscape Contractor shall be responsible for the general supervision of the workmen and quality of their work.

A1.2.4 The Landscape Contractor shall ensure the safety of all persons on site in connection with the work for which he is responsible and shall also, for this purpose, guard and protect his plant, tools and materials.

A1.2.5 The Landscape Contractor shall provide and maintain all necessary protective and safety clothing and equipment for his workpeople and site staff.

A1.2.6 Manufacturers' recommendations are to be strictly followed for storage, handling and application of fertilisers, herbicides and other chemicals.

A1.2.7 Chemicals shall not be toxic to humans, birds or animals when applied as recommended by the manufacturers. Chemicals must comply with the 'Agricultural Chemical Approval Scheme' and be on the current list of approved products. The Landscape Contractor shall, prior to applying any chemical or herbicide, submit a copy of the user certificate to each person undertaking chemical or herbicide application.

A1.2.8 The Landscape Contractor shall be responsible for the reinstatement of any damage caused by use of chemicals, both within the area of work and any surrounding areas only where such chemicals have been used by the landscape contractors.

A1.2.9 The Landscape Contractor shall take all due diligence and care to ensure the safety of the public when works interface with public areas (e.g. safe reversing of vehicles with use of banksman.)

A1.3 Defects Liability Period and Maintenance

A1.3.1 Any area of grass, shrub, tree or other plant found to be dead, dying or otherwise defective prior to Practical Completion must be replaced by similar or approved equivalent.

A1.3.2 After Practical Completion (which may be in phases) or when the soft landscape contract is deemed complete (which may be in phases), and has been agreed so by the Client, the maintenance of all soft landscape areas (excluding private gardens) will be the immediate responsibility of the Landscape Contractor for 12 months after practical completion.

A1.3.3 Responsibility and costs for the replacements both prior to Practical Completion and within the first 12 months after Practical Completion are as follows:

A1.3.4 Responsibility for replacement of defective trees, plants or turf not in a thriving condition (excluding private gardens) due to poor workmanship in planting, lack of water, inadequate maintenance or damage (by the Landscape Contractor) will lie with the Landscape Contractor.

A1.3.5 Responsibility for replacement where plants are damaged by others, vandalised or stolen will lie with Client. If this occurs then arrangements for the work required to undertake the replacements may be agreed with the Landscape Contractor.

A1.3.6 If replacements are required, then arrangements for the work to undertake the replacements will be agreed with the Client within 2 weeks of notification.

A1.3.7 The Contract shall not be deemed to be complete, and final payment shall not be released, until a final inspection has been made by the Client and the work has been confirmed in writing as satisfactory.

A1.4 Site Works and Surrounding Area

A1.4.1 The Landscape Contractor will be deemed to have visited the site and to have carried out any investigations necessary on all conditions affecting the work, as no claim on the grounds of lack of knowledge will be entertained.

A1.4.2 All rubbish arising from the works shall be cleared off site as it accumulates. At completion of every visit to the site it shall be left clean and in good order. The Landscape Contractor is to allow for immediately clearing the highways of deposits or droppings from vehicles used for the works.

A1.4.3 If any work necessitates entering adjoining land, the Landscape Contractor shall make his own arrangements for access. The Landscape Contractor shall not allow his workmen to trespass onto adjoining property.

- A1.4.4 Water will be provided by the Client throughout the works, subject to the availability of supply. If water supply is likely to be restricted for any reason, inform the Client without delay and ascertain the availability and additional cost for second class water from other appropriate sources. If turfing or planting has not been carried out, do not use alternative water supplies until instructed. If turfing or planting has been carried out, obtain the Client's approval to the use of alternative water supplies.
- A1.4.5 Prior to Practical Completion and during the 12 months maintenance period the watering of all turfing or planting becomes the responsibility of the Landscape Contractor. The Landscape Contractor should water as often as required to ensure the continued thriving of all planting and turfing.
- A1.4.6 The Landscape Contractor will take all surrounding hazards into consideration when submitting the tender and shall be responsible for any costs incurred in the proper disconnection and reconnection of overhead power lines, telephone cables or underground services, should these become necessary. A method statement shall be provided in relation to any activities that may be required that may affect Health & Safety issues, either in relation to on-site operatives or users of adjacent land/highways.
- A1.4.7 No fires are to be lit on site.
- A1.4.8 Care should be taken with work near trees which are to be retained. Levels between the trunk of the tree and 3m beyond the branch spread should not be altered (lowered or raised) unless instructed by the Client or contract documents. No ploughing or mechanical digging should be undertaken in this zone. Careful hand digging, avoiding damage to roots may be undertaken as required, but only with prior approval of the Client and their Arboricultural Consultant.
- A1.4.9 The Landscape Contractor is responsible for arranging for protective fencing to be erected around retained trees, to BS 5837, during the construction period. The Landscape Contractor will carefully marry in the new soil levels to the existing levels under the trees, and will not carry out ripping or level alterations to these areas. The Landscape Contractor will be held responsible for any damage to trees, shrubs or hedges caused by his negligence. In the case of minor superficial damage, the Landscape Contractor shall arrange for any necessary surgery to be carried out by an approved tree surgeon. Should damage to any tree, shrub or hedge result in its death or serious disfigurement it shall be removed and replaced as the Client may direct, to give the same density of cover as previously. All costs at Landscape Contractors own expense. The Local Authority Arboricultural Team must be informed prior to removal of any trees or hedgerows which are subject subject to Tree Preservation Orders.
- A1.4.10 The Landscape Contractor shall protect all pipes, ducts, sewers, service mains etc., and make good at his own expense any damage caused by carrying out the works. Notwithstanding information which the Client may make available to the Contractor regarding the position of the existing services, it shall be the responsibility of the Contractor to satisfy himself as to their accurate location and condition.
- A1.4.11 The Landscape Contractor must take adequate precautions to ensure protection of streams and waterways from pollution caused by carrying out the works.
- A1.4.12 The Landscape Contractor shall take all necessary measure to protect the works until handed over on completion.
- A1.4.13 If there is any evidence on the site or adjacent sites of Japanese Knotweed, the Client is to be notified immediately, and a programme agreed to eradicate the

problem by chemical treatment, installation of root barriers or excavation and removal to a licensed landfill site.

A1.5 Programme and Planting Seasons

A1.5.1 Before commencing the works the Landscape Contractor will inform the Client of his timetable of operations and shall inform them of any variations.

A1.5.2 All work should be carried out in the appropriate season, unless agreed in advance with the Client or subject to an agreed programme for building works. All plant material will be supplied in a form appropriate to time of planting. Bulb planting may be carried out in the next appropriate season after Practical Completion if necessary.

A1.5.3 At the pre-contract meeting between Client and the Landscape Contractor the programme, availability of areas for planting, areas for storage of plants and turf, and working areas available to the Landscape Contractor should be discussed and agreed. The Landscape Contractor should take these into consideration in the coordination of deliveries.

A1.6 Plant supply and delivery

A1.6.1 All plants supplied by the Contractor shall be obtained from a reputable nursery. Before stock is purchased the Client reserves the right to inspect the nursery or to approve samples. All material supplied will be similar in size and quality to the approved samples and in accordance with current British Standards. Any Advanced Nursery or Semi Mature trees to be supplied in accordance with current British Standards.

A1.6.2 The Landscape Contractor will be responsible for the supply of all plants and the coordination and programming of the deliveries and should ensure that he is aware of the main construction programme on site and any delays that might arise that may affect the timings of deliveries.

A1.6.3 All plant material will be the full responsibility of the Landscape Contractor, for the full duration of the Contract.

A1.6.4 All plant stock should be as specified on the drawings. All plants shall be true to name as specified, i.e. variegated, lacinated varieties etc. If stock is unavailable and substitutions are required, then the Landscape Contractor should advise the Client. Only approved substitutions will be accepted. All substitutions should be recorded carefully. However, the submission of a tender shall imply that the Landscape Contractor is able to obtain all the materials specified in the contract documents.

A1.6.5 Should the Client wish to reject plant stock during site inspections due to non-conformance with the specification then the Landscape Contractor should make their own arrangements for the rejected stock to be collected or disposed of and replacement plants to be delivered to site prior to the completion of the planting stage.

A1.6.6 Responsibility of pre-planting maintenance of the plants lies with the Landscape Contractor and he should ensure that this is carefully monitored, in particular to avoid drying out of containerised plants.

A1.7 Completion of works

A1.7.1 The Landscape Contractor shall be responsible for pre-practical completion maintenance of all lawns trees and shrub beds until practical completions (which may be in phases) .

A1.7.2 The landscaping will not be accepted as complete if for any of the following reasons the work is not up to standard:

- if the grass is uneven or in poor condition or if the planting is not satisfactorily complete,
- if the grass or planted areas are damaged by failure to carry out maintenance operations,
- if any shrinkage below finished level has occurred,
- if the area has not been cleared of stones, weeds or rubbish,
- if the sward or planted areas do not comply with the specification or drawings.

A1.7.3 The Landscape Contractor shall continue to maintain the landscaped areas until the identified defects have been rectified. Once defects have been corrected the site will be accepted for Practical Completion.

A1.7.4 At handover of the project the Client will take responsibility for the maintenance of the landscaping, unless the Landscape Contractor is contracted to continue with maintenance for 12 months.

A1.7.5 Post practical completion and if contracted, the Landscape Contractor should continue with maintenance in accordance with this specification (excluding private gardens) and shall be responsible for replacing all trees, shrubs or other plants (excluding private gardens) which are not in a thriving condition due to the effects of weather, including late frost or any cause other than vandalism. Losses will be judged on whether the plants are actively growing during late summer, and/or at the end of the maintenance period, when a check will be made. The entire cost of replacement, other than losses caused by vandalism, shall be at the Landscape Contractors expense.

A1.8 Groundworks and Soils

A1.8.1 Soils shall be free from roots, stolons, rhizomes, propagules of perennial or invasive weeds couch grass, bindweed, docks, Japanese knotweed, giant hogweed and horsetail/marestail (*Equisetum arvense*).

A1.8.2 On visual inspection, free from non-soil material, brick and other building materials and wastes, sharps, hydrocarbons, and any other foreign matter or material or substance that would render the soil or soil ameliorant unsuitable for use.

A1.8.3 Do not use topsoil, subsoil, sand or compost contaminated with rubbish or other materials that are:

- Corrosive, explosive or flammable,
- Hazardous to human or animal life,
- Detrimental to healthy plant growth.

A1.8.4

A1.8.5 Give notice if any evidence or symptoms of soil contamination are discovered on the site or in topsoil, subsoil, sand or compost or other planting media to be imported. If re-use of existing site soil is specified in the planning permission, the Client will contact the Local Planning Authority to discuss alternatives.

A1.8.6 The Landscape Contractor shall advise the Client of the supply source and existing use of the topsoil and/or subsoil to be imported. If requested the Landscape Contractor shall take the Landscape Architect to view the proposed soil at source. All relevant certification should be obtained by the Contractor and made available to the Client to prove the source of the soil.

A1.8.7 Existing topsoil to be stripped and re-used, provided soil is within parameters given below when analysed. Imported topsoil to be good quality sandy loam or manufactured topsoil (from an approved source, meeting parameters given below). Topsoil (site-won or imported) is to be tested to determine suitability for proposed use and should be free from commonly tested contaminants, including asbestos; test report to be submitted to Client for approval and to enable amelioration recommendations to be made.

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) Of which at least 40% shall fall into fine to medium sand range	%	50	85

Stones (2-20mm)	%DW	0	20
Stones (20-50mm)	%DW	0	15
pH Value	Unit	5.5	8.5*
Electrical Conductivity (1:2.5 water extract)	μS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	μS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	4.0	8.0
Total Nitrogen	%	0.15	--
Carbon: Nitrogen Ratio	--	--	20:1
Extractable Phosphorus	mg/l	26	100
Extractable Potassium	mg/l	240	1200
Extractable Magnesium	mg/l	50	600

**IF AN ACIDIC SITE THEN RANGE SHOULD BE 4.5-6.5, IF ALKALINE 7.5-8.*

A1.9 Imported Subsoil for general planting use

A1.9.1 Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable within the parameters given below. Subsoil to be tested to determine suitability for proposed use for planting; test report to be submitted for approval by Client and to enable

amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	35
Silt (0.002-0.05mm)	%	0	35
Sand (0.05-2.0mm) Of which at least 40% shall fall into fine to medium sand range	%	50	90
Stones (2-50mm)	%DW	--	50
Stones (>50mm)	%DW	--	0
pH Value	Unit	5.5	8.5*
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

**IF AN ACIDIC SITE THEN RANGE SHOULD BE 4.5-6.5, IF ALKALINE 7.5-8.*

A1.9.2 Provide subsoil as necessary to make up deficiency on site. Natural or manufactured subsoil (from approved source) will be acceptable (within parameters given below). Subsoil to be tested to determine suitability for proposed use; test report to be submitted for approval and to enable amelioration recommendations. Subsoil should be free from commonly tested contaminants, including asbestos. Subsoil parameters to be within the following:

Parameter	Unit	Lower Limit	Upper Limit
Clay (<0.002mm)	%	5	18
Silt (0.002-0.05mm)	%	0	25
Sand (0.05-2.0mm) Of which at least 40% shall fall into fine to medium sand range	%	60	90
Stones (2-50mm)	%DW	--	50
Stones (>50mm)	%DW	--	0
pH Value	Unit	5.5	8.5*
Electrical Conductivity (1:2.5 water extract)	µS/cm	--	1500
Electrical Conductivity (CaSO4 extract)	µS/cm	--	2800
Exchangeable Sodium Percentage	%	--	15
Organic Matter	%	--	1.5

**IF AN ACIDIC SITE THEN RANGE SHOULD BE 4.5-6.5, IF ALKALINE 7.5-8.*

A1.10 Soil Testing

A1.10.1 Samples tested shall be truly representative of the topsoil/subsoil being offered.

A1.10.2 Each composite topsoil and/or subsoil sample shall be sent for testing for the following (methods in accordance with BS3882 unless specified):

- Visual examination to record: Munsell colour, structure, consistency, stone size and shape, presence of any deleterious materials.
- pH Value
- Electrical Conductivity (water and CaSO₄ extracts)
- Exchangeable Sodium Percentage
- Particle Size Analysis (clay, silt, sand)
- Stone Content (2-20mm, 20-50mm, >50mm)
- Total Nitrogen Extractable Phosphorus, Potassium & Magnesium
- Organic Matter Carbon: Nitrogen ratio (by calculation)

A1.11.1

A1.11 Soil Handling

A1.12.1 Select and use plant to minimise disturbance, trafficking and compaction of soils.

A1.12.2 Do not contaminate or mix topsoil with:

- Subsoil, stone, hardcore, rubbish or material from demolition work.
- Other grades of topsoil.

A1.12.3

A1.12.4 Avoid physical degradation to the soil during all phases of soil handling (e.g. spreading, cultivation, amelioration, planting, turfing and seeding). Keep handling of soils to a minimum. As a consequence, soil handling operations shall be carried out when soil is non-plastic (friable) in consistency (i.e. at least 5% below the soil's lower plastic limit) unless authorised by the Client.

A1.12.5 Soil handling shall be stopped during and after heavy rainfall, and not continue until the soil has regained a non-plastic (friable) consistency. Soil shall not be handled when frozen.

A1.12.6 If, during the course of the soiling and landscape works, the soil is compacted, it shall be suitably cultivated to relieve the compaction and restore the structure prior to any planting, turfing or seeding.

A1.12 Temporary Soil Stockpiles

A1.13.1 Stockpiles shall be in location to be agreed and shall be of a maximum height of 4m.

A1.13.2 To protect from wet weather once the final height is achieved, stock piles shall be appropriately stored .

A1.13.3 Do not place any other material on top of or adjacent to each stockpile.

A1.13.4 Do not place different soil types on top of or adjacent to each stockpile.

A1.13.5 Once formed, do not allow construction plant to pass over the stockpile.

A1.13.6 Prevent compaction and contamination, by fencing and restricting as appropriate.

A1.13 Subsoil Decomaction

A1.14.1 Prior to spreading any topsoil, remove all temporary roads/surfacing /building materials from the subsoil layer.

A1.14.2 Rip the subsoil to a minimum depth of 300mm (grass areas) and 500mm (planting areas) at 600mm centres, using appropriate tillage equipment (e.g. rigid tine, subsoiler). A toothed bucket is not appropriate.

A1.14 Spreading Topsoil (site or imported)

A1.15.1 All topsoil shall be respread using the 'loose-tipping' method. A dump truck shall transport the topsoil to the desired location and tip it in a line of heaps. The topsoil shall be spread by a second excavator working from the subsoil layer or a temporary surface or adjacent hardstanding.

A1.15.2 The topsoil shall be spread and then firmed by trampling in (restricted access areas), tracking in or using the excavator bucket (as deemed appropriate). Depths after firming and settlement (minimum) to be as specified. Grade to smooth flowing contours to achieve specified finished depths of topsoil.

A1.15 Soil Depths (after settlement)

- Grass - 150mm topsoil over subsoil
- Native transplants - 300mm topsoil over subsoil

- Shrubs - 300mm topsoil over subsoil
- Tree pits (below 20cm girth) 300mm topsoil over subsoil
- Tree pits (over 20cm girth) 400mm topsoil over washed medium coarse grade sand to a depth of 200mm below rootball.
- Hedge trenches – 300mm topsoil over subsoil

A1.16 Topsoil Cultivations

A1.17.1 After spreading topsoil, the soil profile shall be appropriately decompacted.

A1.17.2 Any undesirable material brought to the surface during this exercise shall be removed by picking or raking. For example, stones, fill materials and coarse vegetation larger than 50mm in any dimension. Any large, compacted lumps of soil shall be broken down by further appropriate cultivation (in accordance with BS 4428) to produce a fine tilth suitable for planting (<30mm), turfing and seeding (<10mm).

A1.17.3 Soil spreading and soil cultivation operations shall ensure that the landscape soils (topsoil and subsoil layers) are capable of sufficient aeration and drainage to promote and sustain healthy plant establishment and effective root function and growth for at least the establishment period (12 months after planting/seeding/ turfing).

A1.17 Finished Levels of Topsoil after Settlement

- To grass areas above adjoining paving or kerbs: 20 mm.
- To tree pits: 95mm below kerb level (to allow for 75mm mulch layer without overspill)
- Within root spread of existing trees: Blinding of topsoil only.
- Below dpc of adjoining buildings: Not less than 150 mm.
- Shrub areas: Lower than adjoining grass areas by 50 mm, then rising away.
- Adjoining soil areas: Marry in.

A1.18 Root barrier

A1.19.1 If root barrier is required then this should be installed in accordance with project engineer's and manufacturer's recommendations with reference to site specific conditions.

A1.19 Turfing

A1.20.1 Turf to be specified as appropriate to situation i.e. lawn turf or amenity landscape turf to BS 3969, sufficiently fibrous to withstand handling conditions. It shall be free from undesirable grasses, including rye grass and weeds, and shall be treated with herbicide not less than 4 weeks, and not more than 3 weeks before lifting. Source to be approved by the Client.

A1.20.2 Immediately on receipt of the delivery of turf the Landscape Contractor shall inspect the turf. Unless rejected immediately by the Landscape Contractor, all turf will become the full responsibility of the Landscape Contractor, within each phase until 12 months after PC of that phase.

A1.20 Preparation and Cultivation

A1.21.1 Preparation of soil, cultivation and turfing shall only be carried out while soil and weather conditions are suitable.

A1.21.2 Prior to cultivation the topsoil shall be clear of weeds and rubbish

A1.21.3 Any compacted topsoil shall be broken up to its full depth and the top 100mm of topsoil shall be reduced to a tilth suitable for blade grading (10mm down to particles)

A1.21.4 Any undesirable material brought to the surface, including stones larger than 50mm in any dimension, roots, tufts of grass and other foreign matter shall be removed from site.

A1.21.5 If the use of herbicide is necessary, then this shall be applied strictly in accordance with the manufacturer's recommendations, observing all precautions.

A1.21.6 A pre-seeding fertiliser, with suitable potassium, and nitrogen levels for turf, shall be applied at the rate of 35 g/m² (or according to manufacturer's instructions) prior to final cultivation and 3-5 days before turfing.

A1.21.7 Compost (requirements as determined by soil testing) shall be applied as a 25mm thick layer and incorporated into the full depth of the topsoil prior to cultivation.

A1.21.8 Final cultivation shall take place after final grading. The soil shall be lightly and uniformly firmed and the top 25mm reduced to a fine tilth. The surface shall be raked to a true even finish, with all stones more than 25mm in any dimension on general areas, and 10mm on fine lawns removed.

A1.21.9 Cultivation should be extended into any adjacent existing grass areas to ensure full marrying in at all levels.

A1.21.10 Extra care shall be taken when working on sites with clay soils to avoid compaction. After placing topsoil, all subsequent operations, including placing of turfs shall be carried out from boards.

A1.21.11 Should isolated depressions be discovered after turf laying, the turf shall be lifted, and the soil beneath decompacted and re-levelled and the turf re-laid. On no account should turfed areas be rolled to re-level the surface.

A1.21 Laying of Turf

- A1.22.1 Turf shall be laid with minimal delay after delivery. Deliveries shall be arranged to avoid the need for excessive stacking. Turf should be laid immediately in spring and summer and within 24 hours between October and March. No stack should exceed 1m. Any turf that is found to be deteriorated or dried out shall not be used.
- A1.22.2 Turfs shall be laid with joints well butted up, working from planks laid on previously laid turfs. On subsequent rows, joints shall be staggered. The Landscape Contractor shall ensure that complete contact is made between the underside of each turf and the soil. If necessary the turfs shall be tamped down gently.
- A1.22.3 No newly laid turf shall be walked on and temporary protection netting shall be erected where deemed necessary to protect turf.
- A1.22.4 Levels shall be adjusted by raking out or infilling with fine soil under turfs.
- A1.22.5 Turfs shall be consolidated by lightly and evenly firming with wooden beaters as the laying proceeds. Do not use rollers.
- A1.22.6 Around all edges, whole turfs, trimmed to a clean line, shall be used.
- A1.22.7 On banks exceeding 30 degree slope, turf shall be laid diagonally or horizontally and secured with either pointed softwood pegs, 200mm long by 25mm square or galvanised wire pins, bent or hairpin pattern, 200mm long by 4mm diameter. The number and distribution of fixings shall be agreed with the Client.
- A1.22.8 Turf shall be dressed with finely sifted topsoil, peat or sand, which shall be brushed well in to completely fill all joints.
- A1.22.9 Where turf is laid around newly planted trees the turf shall be neatly cut away to a diameter of 1m around individual trees.
- A1.22.10 Turf shall be thoroughly watered immediately after laying and checks shall be made to ensure that water has penetrated into the soil below.
- A1.22.11 If laying in hot conditions, then watering of large lawn areas should be started prior to laying all turf.
- A1.22.12 All soil and arisings shall be removed from adjacent surfaces and the works left in a clean and tidy condition at the end of each day or completion of section of turfing.

A1.22 Planting: Materials and General Workmanship

- A1.23.1 All quantities, sizes and species of plants shall be as specified unless otherwise approved in writing. The Client shall reserve the right to reject any plant stock not complying with specified height, width and container size.
- A1.23.2 All tree planting shall comply with BS8545.
- A1.23.3 Tree stakes shall be pressure impregnated softwood straight, free from projections and pointed at one end.

- A1.23.4 A slow release fertiliser shall be used.
- A1.23.5 Compost (requirements as determined by soil testing) shall be applied as a 60mm thick layer and incorporated into the full depth of the topsoil prior to cultivation.
- A1.23.6 Bark mulch shall be ornamental bark mulch, free of pests, disease, fungus and weeds, containing less than 10% wood content, no fines, with a nominal particle size of 8.35mm.
- A1.23.7 No peat-based products shall be used
- A1.23.8 Sand for the base of tree pits and hedge trenches if required to be washed medium coarse grade sand.
- A1.23.9 The Landscape Contractor shall clearly and accurately mark boundaries of all planting areas as indicated on the landscape drawings and obtain the approval of the Client before commencing work.
- A1.23.10 Conifers and evergreens shall be dipped in, or thoroughly sprayed with, anti-desiccant before delivery to site and again soon after planting. Do not apply in rainy or frosty weather. Care shall be taken to ensure full coverage of the underside of foliage.
- A1.23.11 Plants that are not to be planted on the day of delivery to site must be stored as follows, or by other methods approved by the Client in writing:
- A1.23.12 Root-balled plants - Place close together and cover root balls with sand or wet straw.
- A1.23.13 Bare-rooted plants - Heel in prepared trenches, cover with soil and water thoroughly.
- A1.23.14 Containerised plants - Must be watered thoroughly
- A1.23.15 Storage shall comply with CPSE 'Handling and establishing landscape plants' (obtainable from the Horticultural Trades Association) Part III, paragraphs 6.2 to 6.6. If required, on site storage areas are to be agree with the site agent.
- A1.23.16 All plants shall be planted upright or well balanced with best side to front.
- A1.23.17 Preferred planting times are set out as follows; planting outside these times to be agreed with Client:
- A1.23.18 Deciduous trees and shrubs - Mid-November to late March
- A1.23.19 Conifers and evergreens - Early or late spring
- A1.23.20 Herbaceous plants - September to October or March to April
- A1.23.21 Containerised, pot-grown and root-balled plants - At any time if ground and weather conditions are favourable.
- A1.23.22 Do not plant when persistent cold or drying winds could be reasonably forecast, or soil is frost-bound, waterlogged or excessively dry. Sides of pits shall be protected from freezing. Frozen back-filling material shall not be used.

A1.23.23 Adequately protect the work and plants from damage by weather, traffic and other causes. Protect existing or newly laid grass during planting operations by laying boards or tarpaulins. Do not place excavated material directly onto the grass

A1.23.24 In areas of clay soil tree and shrub planting shall be carried out from boards ensuring no uneven areas of compaction are formed.

A1.23.25 Beds shall be set out with the correct quantity and size of plants and in positions as stated on the contract drawings. If problems are encountered during setting out the Landscape Contractor shall contact the Client.

A1.23.26 All soil and arisings shall be removed from adjacent surfaces and the works left in a clean and tidy condition at the end of each day or completion of section of planting.

A1.23 Planting

A1.24.1 Tree pits shall be in positions as indicated on detailed drawings. Tree pit, planting and staking to be in accordance with project specific planting details.

A1.24.2 As a guide all trees to be planted in square pits with base undisturbed unless drainage / compaction problems known. Pit sizes shall be as follows:

A1.24.3 Trees up to 20cm girth: Depth of tree pits to be the same as the rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side). Pits are to be backfilled with 300mm depth of topsoil over subsoil.

A1.24.4 Trees - 20cm girth and above: Depth of tree pits to be 200mm deeper than rootball and with overall width to be 150mm wider than the diameter of the rootball (75mm min. from rootball edge to tree pit side). Pits to be backfilled with 400mm depth of specified topsoil over washed medium coarse grade sand to a depth of 200mm below rootball.

A1.24.5 Plant at a depth where the root flare is clearly visible at the soil surface. Where trees have been supplied with the root flare too deep, excess soil or fibrous root growth should be removed before planting.

A1.24.6 Where appropriate trees to have manual irrigation/aeration system installed.

A1.24.7 Water-in heavily after planting and mulch surface, ensuring mulch is not in contact with trunk of tree.

A1.24.8 Prior to planting any broken or damaged roots shall be cut back to sound growth and any cut ends over 25mm diameter shall be treated with fungicidal sealant.

A1.24.9 Tree support to comply with BS 8545. Bare root trees to have a single upright stake. RB or CG trees to have double stake and bridge with adjustable tie; multi stemmed trees or trees on slopes to have angled single stake with adjustable tie; in windy locations or for large trees, install wired guying;. Trees to be underground guyed shall have suitable guying systems installed.

- A1.24.10 Trees to have irrigation / aeration system installed, with adequate capping protection to exposed end of tube.
- A1.24.11 Trees shall be thoroughly watered in and backfill gently consolidated upon completion.
- A1.24.12 Where trees are planted in beds, they are to be mulched to depth of 75mm with edges of tree pit raised to form a dish.
- A1.24.13 Where trees are planted in grass, they are to have an area of 1m diameter around the base, free of grass and weeds and mulched to depth of 75mm with edges of tree pit raised to form a dish.
- A1.24.14 Any necessary remedial tree surgery works are to be carried out by an approved tree surgeon to BS 3998.

A1.24.15

A1.24 Planting: Hedges, shrubs, groundcover, perennials, climbers and bulbs

- A1.25.1 On newly top soiled areas or undisturbed ground, beds shall be dug by hand or cultivated by machine to a depth to suite the depth of topsoil. All weeds and debris and stones greater than 25mm in any dimension shall be collected and removed from site. The surface shall be left with a minimum tilth to a cambered surface 50mm above surrounding levels.
- A1.25.2 ~~The Landscape Contractor shall obtain approval of the Client for the prepared soil areas before planting.~~
- A1.25.3 Planting pits shall be of sufficient dimensions to accommodate roots when fully spread and same depth as root system, with base undisturbed unless drainage / compaction problems known.
- A1.25.4 Plants shall be planted upright, or well balanced, with best side to the front at nursery level.
- A1.25.5 Hedge planting to be within planting trench of depth same as rootball, overall width 150mm wider than rootball (75mm min. from rootball edge to sides of trench). Trench to be backfilled with 300mm depth of specified topsoil over subsoil as per spec. Central post and wire supporting fence to be provided with two line wires where agreed with RHP. Plants to be tied into fence using horticultural plastic ties.
- A1.25.6 Climbers shall be planted 150mm clear of vertical face, with branches spread out and lightly secured to 3no horizontal steel line wires with eye bolt fixings.
- A1.25.7 Bulbs, corms or tubers shall be planted at a depth of approximately twice their height, with base in contact with bottom of hole. Backfilling material shall be finely broken soil, lightly firmed to existing ground level. Where planted in turfed areas, bulbs should be planted prior to turf laying.
- A1.25.8 All plants shall be watered immediately after planting, thoroughly and without damaging or displacing plants or soil.
- A1.25.9 Soil around plants shall be lightly firmed and raked soil, without damaging roots, to a fine tilth with gentle cambers and no hollows.

A1.25.10 All planting areas are to be mulched to 75mm depth unless otherwise indicated on plans.

A1.25.11 All plant labels and canes shall be removed.

A1.25.12 After planting all plants shall be carefully cut back as necessary to remove any damaged, dead or diseased branches. Bare root hedging to be cut back hard to encourage bushy growth from base.

A1.25 Maintenance Pre- Practical Completion

A1.26.1 The Landscape Contractor is responsible for the maintenance of the soft landscape pre-practical completion, including the care of plants stored on site prior to planting and turfs stored on site prior to laying.

A1.26 Maintenance Post- Practical Completion

A1.27.1 All plant failures shall be logged by the Landscape Contractor and reported to the Client at the first opportunity. It is anticipated that replacement planting shall be carried out during the next planting season, with replacement shrub and groundcover plants to match size and species of adjacent plants unless specified otherwise. If the originally specified species is found to be unsuitable for the current situation, then an appropriate alternative may be selected. If perennials are to be replaced, it is acceptable to introduce new planting at the originally specified size

A1.27.2 Work is only to be carried out while soil and weather conditions are suitable, with machinery and tools suitable for site conditions and the work to be carried out shall be used. Hand tools shall be used in confined places and around the base of trees.

A1.27.3 Any soil, grass or planting disturbed during maintenance operations must be made good to original condition. Soil, grass cuttings, plant clippings and all other arisings shall be removed from hard surfaces and the area left in a clean and tidy condition after maintenance operations are complete. All woody or vegetative arisings and litter shall be removed from site to composting facilities.

A1.27.4 Mulch spilling onto adjacent areas shall be swept up and replaced. If not contaminated with weeds or rubbish, this may be returned to planted/mulched areas. Remove weeds growing on or in mulch by hand weeding or use of herbicide.

A1.27.5 Planting beds shall be reasonably and regularly weeded, including roots, by hand using hoes, trowels or forks, taking care to remove not more than a minimum quantity of soil and causing minimum disturbance to trees, plants and mulched surfaces leaving the area in a neat, raked, clean condition. Dead foliage, wood and flowers shall be removed as far as is practical. Trodden or otherwise compacted soil surfaces shall be pricked up using a fork to aerate the soil of root areas. Fork over beds as necessary to keep soil loose, with gentle cambers and no hollows, taking care not to reduce depth or effect of mulch. Do not damage plants and their roots.

- A1.27.6 All areas shall be checked for loose trees and plants, especially after periods of high winds. Any plant found to be loose shall be re-firmed by carefully treading in without causing damage to the plant. The Landscape Contractor shall also ensure that all tree stakes, ties and guys are properly tied and adjusted as necessary.
- A1.27.7 Chemicals are only to be used for weed control where specified and approved by the Client. All work and workmanship shall comply with latest COSHH regulations. Where work is near to land drains it must comply with DEFRA / Environment Agency guidelines for use of chemicals.
- A1.27.8 All plants and planting areas shall be maintained as pest and disease free at all times. Any plant losses as a result of pest and disease infestation shall be reported to the Client and replacement planting discussed.
- A1.27.9 All vegetation shall be kept pruned as necessary to avoid any excessive overhang encroaching onto paths, roads and signs, or obstruction of pedestrians, vehicles, lighting, security cameras and sight lines.
- A1.27.10 Mulch to be topped up as required to maintain 75mm depth.

A1.27 Watering

- A1.28.1 Water as necessary to ensure the successful establishment and continued thriving of all planting, particularly during dry periods. The Landscape Contractor shall ensure the full depth of topsoil is thoroughly wetted, using a fine rose or low pressure hose where appropriate to avoid damaging or loosening plants. Where necessary, loosen soil or form depressions around the stem base of plants to ensure that water reaches the root zone instead of dispersing on the surface.
- A1.28.2 Where water hose points are provided on the site, the Landscape Contractor shall ensure that they are kept in a clean condition and properly sealed and locked after use. Fire hoses or water authority watering points under any circumstances. The Client's approval shall be obtained before using a supply other than potable mains water.
- A1.28.3 It is important to ensure during the establishment period that new trees have adequate water, supplemented by other means if necessary. The soil around new trees in planting beds and tree pits shall be inspected to a depth of 300mm at regular intervals during the growing season to determine whether watering is required, and action taken if so.
- A1.28.4 In further years water newly planted trees throughout the summer months (May to August) at minimum fortnightly intervals after any period of four weeks without significant rainfall (less than 5mm). Heavy watering will be required in dry periods.
- A1.28.5 It is also important to ensure that the trees are not over-watered. All drainage points shall be regularly checked. Any plants lost due to water-logging or drought shall be replaced with matching species and size as appropriate. Size shall match that of the surrounding plants, rather than the originally specified size, unless agreed otherwise with the Client.

A1.28 Turf

- A1.29.1 The first and only cut of new grass to private gardens shall take place when grass has reached a height of 60-70mm and is reasonably dry, however turf should not be mowed unless this can be done without disturbance. Should this occur, allow more time for establishment before mowing.
- A1.29.2 All grass cutting machinery must be appropriate to the grass cutting operation required, giving due regard to grass type, mowing specification, ground contour and condition. Machinery shall be well maintained and correctly adjusted to give a clean and even cut without damage to the grass or ground.
- A1.29.3 Nylon filament rotary cutters or other mechanical tools are not to be used closer than 100mm to the stem of any tree or plant.
- A1.29.4 Debris, litter and stones and earth clods larger than 25mm in any dimension shall be removed before cutting. Grass shall be cut to 50mm, removing not more than one quarter of the grass blade length for the first few cuts, and all arisings collected and removed from site. Cutting height shall be gradually decreased to 35mm between April and August and 50mm the rest of the year.
- A1.29.5 Mowing shall be carried out without rutting or compaction of the surface, especially when ground conditions are soft. Do not cut during periods of drought, or when ground conditions or grass are wet, without the prior agreement of the Client
- A1.29.6 All edges of grass areas, against footpaths, roadways, trees, posts, shrub borders and any other obstruction shall be kept trimmed neat and tidy at each mow.
- A1.29.7 Where bulbs and corms occur in grassed areas the maintenance cutting of these areas shall not take place until 6 weeks after they have flowered, or as instructed.
- A1.29.8 Spot weeding of isolated weed infestation is to be carried out, with spraying of areas with a suitable approved selective herbicide in accordance with the manufacturer's instructions as necessary.
- A1.29.9 Spring Renovation - all close mown grass areas are to be scarified, verti-drained (or spiked with hand fork where access is restricted) and overseeded where necessary.
- A1.29.10 All close mown grass in communal areas are to receive an application of spring/summer fertiliser after the spring renovation works.
- A1.29.11 Between September and March one application of autumn/ winter turf fertiliser shall be applied. Do not apply if the rootzone is dry.
- A1.29.12 Any areas damaged by trampling, abrasion or scalping during mowing shall be re-seeded or repaired. Reinstate worn areas as follows:
- A1.29.13 Remove the damaged turf to a depth of 50mm, cultivate to a fine tilth and either:
- A1.29.14 Returf using turf of a quality and appearance to match existing, or;
- A1.29.15 Fill with fine topsoil to BS 3882 premium (or as originally laid) grade, substantially free from stones, debris and weeds, and reseed with a seed mix to match existing grass in quality and appearance.

- A1.29.16 Provide protection and watering to promote successful germination and/or establishment.
- A1.29.17 Turf laid for new grass areas or as part of repairs to existing grass shall be watered immediately after laying, then repeatedly and sufficiently during the establishment period to allow water to reach the underlying soil and ensure establishment.
- A1.29.18 All edges are to be trimmed with every cut and edges to be reformed once a year.

A1.29 Trees

- A1.30.1 The area within planting beds to the base of each tree shall be maintained as weed free at all times.
- A1.30.2 In the first two years following planting, any new trees shall be closely monitored on a fortnightly basis to ensure they are upright, firm and stable and in good health.
- A1.30.3 Stakes and ties are to be checked on a minimum quarterly basis, for firmness and support and adjusted as necessary. Tree stakes are to be maintained tight at all times, re-tensioned periodically to prevent excessive windrock and to compensate for settlement. Allow for removing tree stakes and ties once trees are established and as agreed the Client (anticipated in the years 3-5). At this point, ties are to be cut and removed, and stakes sawn at ground level and removed.
- A1.30.4 Soils around trees in communal areas shall receive a surface application of suitable and approved compound, controlled-release fertiliser each spring.
- A1.30.5 Soil shall be firmed around the roots to ensure that trees are securely planted in the ground and upright. All trees shall be re-firmed in the spring period following planting. Any trees loosened due to late frosts, strong winds or surface water movement shall be re-firmed as required. 'Collars' at the base of tree stems created by tree movement to be broken up by fork, avoiding damage to roots and stem, backfilled with topsoil as necessary, and refirmed.
- A1.30.6 Trees shall be pruned as necessary to remove any dead, diseased or damaged shoots and to create a balanced form for future growth.

A1.30 Hedges

- A1.31.1 Hedges shall be pruned to encourage dense bushy growth. The main stems of plants shall not be visible on the sides or top of the hedge.
- A1.31.2 Cut hedge a minimum of twice a year to maintain a tidy appearance at all times and 'a wedge shape' to encourage healthy bushy growth, with formal shape.
- A1.31.3 Where transitions in hedge height and width are required these shall be achieved in a smooth uninterrupted manner. Where abrupt changes in height are required these shall be maintained as crisp right angled profiles.

- A1.31.4 Ensure that tools used are sharp and cut hedge so that top is narrower than the base to ensure base will remain clothed in leaves.
- A1.31.5 Soils to receive a surface application of a compound, controlled-release fertiliser each spring.
- A1.31.6 Ensure the all post and wire fencing remains in good condition with taut wires, and that all hedge plants are regularly checked to ensure that they are tied in.

A1.31 Ornamental planted areas

- A1.32.1 Plants are required to be pruned to encourage healthy regeneration, bushy growth and desirable ornamental features e.g. flowers, fruit, autumn colour, stem colour, seed and flower heads. The Landscape Contractor shall ensure that they are aware of the specific needs of each variety of plant. As a guide, prune plants as follows:
 - A1.32.2 Winter flowering shrubs in spring.
 - A1.32.3 Shrubs flowering between March and July immediately after the flowering period.
 - A1.32.4 Shrubs flowering between July and October back to old wood in winter.
 - A1.32.5 All suckers shall be removed by cutting back level with the source stem or root.
 - A1.32.6 With perennial plants, untidiness of top growth shall be corrected by trimming as required. Dead flower heads shall be removed. Staking should be introduced where required to support larger plants.
 - A1.32.7 Where groundcover abuts paving or road kerbs, it shall be managed uniformly to end at the back edge of the top of the kerbs. Care shall be taken to prevent groundcover encroaching onto roads or footpaths. Untidiness of top growth shall be corrected by pruning as required. Groundcover plants shall not be allowed to climb stems of shrubs, trees or hedges.
 - A1.32.8 With climbers, excess growth shall be removed by pruning, to ensure that signs, light fittings, doors, windows, gutters and downpipes are kept clear at all times. Insecure growth shall be attached to supporting wires using natural fibre twine. Check and repair as necessary supporting structures of climbing plants, wires to be extended if required.
 - A1.32.9 When agreed with the Client, the plants shall be selectively thinned to allow room for growth and avoid 'overcrowding'. Care shall be taken to avoid over-thinning, so creating obvious 'gaps' in planting beds.
 - A1.32.10 Soils to receive a surface application of a compound, controlled-release fertiliser each spring in the maintenance period.

- A1.32.11 At the end of the growing season, the Landscape Contractor shall check all shrubs and reasonably remove dead foliage, dead wood, and broken or damaged branches and stems within the maintenance period.
- A1.32.12 The planting area is to be checked on a quarterly basis and maintained as weed free at all times. Allow for herbicide treatment once in the winter or spring, taking care to avoid contact with the plant stems.
- A1.32.13 When agreed with the Client, shrubs are to be selectively thinned to allow room for growth and avoid 'overcrowding'. Care is to be taken to avoid overthinning, so creating obvious 'gaps'.
- A1.32.14 Any dead or damaged plants are to be replaced with matching species and size. Size should match that of the surrounding plants, rather than the originally specified size.
- A1.32.15 Shelterguards are to be removed at between years 3-5, dependant on growth and condition and with approval of Client.

Appendix 6 - Handover Procedure

Full details of Handover Requirements are found throughout the Employers Requirements (ER's). In Summary:

Works Prior to Practical Completion:

Notwithstanding the rectification of snagging items following the Employer's Agent's inspection:

- Make good all damage consequent upon the Works.
- Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the Works thoroughly inside and out, including all accessible ducts and voids.
- All fair faced brickwork to be cleaned down and left free from mortar droppings, efflorescence and staining

Use cleaning materials and methods as recommended by manufacturers of products being cleaned and must not damage or disfigure other materials or construction.

- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- Roofs to be brushed down and all flashings pointed in
- Rainwater pipes and gutters to be cleared of all debris, leaves or obstructions
- All ironmongery shall have been carefully wrapped and protected until handover
- Hot and cold-water installations, together with heating systems to be drained down if so instructed by RHP and re-commissioned no longer than two weeks before handover
- All sanitary ware and fittings are to be cleaned and polished
- All light fittings, and pendants are to be cleaned and free of paint splashes and fitted with low energy light bulbs
- All socket outlets, switch plates and the like are to be secure, level, clean and free of paint splashes and scratches
- All wall tiles to be cleaned and polished and all paint splashes and surplus grout and mastic removed

- Vinyl floors to be thoroughly cleaned using a proprietary cleaning agent recommended by the floor finish manufacturer
- All areas of the property to be of sparkle-clean standard at handover
- Glass to be film-protected, thoroughly cleaned inside and out, without scratching or scoring to remove marks, grime and all paint and other marks
- All doors, casements, sashes, fanlights and window ventilators to be eased and touched up
- The entire drainage system to be washed through and rodded to ensure that it is entirely clean and running freely
- Manhole covers to be in position and bedded in grease and sand
- All equipment that needs commissioning will be re-commissioned not more than two weeks before handover
- All the necessary bins (including rubbish and recycling) will have been provided

After rectifying the defects prior to handover, thoroughly clean all surfaces inside and out including clearing all gardens. Vacuum clean all floors and wash and dry all surfaces. Clean glazing inside and out to the entire satisfaction of the EA and Client.

The Contractor shall give the EA and Client a Notice 8 weeks before the proposed date of completion with a Firm / Final Notice being issued 4 weeks before the agreed date of completion of the whole or part of the Works.

The Client requires that the dates of handover shall not occur between the 10th December and the 7th January, nor one week before Easter or any Bank Holiday. Handover should take place during normal working hours.

Snagging

The Contractor shall prepare snagging lists and carry out all remedial works recorded. The Contractor shall send copies of the snagging list to the EA and confirm when all Works have been completed.

Following completion of the Contractor's snagging, not less than 3 weeks prior to the scheduled handover date, the units shall be presented to the EA for their inspection. Any snagging lists generated by the EA shall in turn be rectified.

The EA shall return to site not less than 1 week prior to the scheduled handover date to de-snag the units against the list previously issued.

The Client will be under no obligation to accept Practical Completion where there remain major snags/a large number of snags or incomplete documentation.

Home User Guide

The Contractor shall prepare a Home User Guide (for each tenure) in an A4 format bound with hard covers and a ring binder. An electronic version is also required. The handbook format shall follow the template provided by the Client, be written in layman's language explaining the location and operation of all service installations and general guidance on cleaning and maintenance. The handbook shall identify the manufacturer and range of all kitchen units, worktops, sanitary fittings and any other proprietary products used in the scheme, which may require replacement or repair.

The handbook must include the names and contact phone numbers for the Utility Suppliers used on the scheme.

The handbook should also give advice on fixings into walls, condensation etc

The draft handbook should be issued to EA/Client for comment at least eight weeks before Practical Completion of the first units and final electronic copies sent to the Client for distribution to the occupier on handover of each unit. An electronic copy will be required for the Client.

As-built Drawings

Two weeks prior to Practical Completion the Contractor must submit one set of "as-built" drawings to the EA for comment. The Client will require full sets of the "as built" drawings at Practical Completion incorporating any amendments required by the EA. Drawings to be provided in both PDF & DWG format. The "as-built" drawings should show the following:

- Estate layout showing road names and postal numbers, dwelling types.
- A site plan(s) showing the actual position and route of all drainage and services together with relevant information e.g. invert levels etc.
- Typical floor layout of each dwelling type with internal gross floor areas and individual room areas indicated.
- Sections showing roof, wall and floor constructions adequately annotated to show construction.
- Elevations of each dwelling type.
- Schematic plans showing all mechanical and electrical installations including equipment and appliances, with all parts annotated and coded.
- Plans of all dwellings (or dwelling types where identical) showing the actual location and route of all above and below ground drainage and services including equipment appliances, control valves, switches and the like.

Two additional copies of the estate layout and plans of all dwellings are required for final valuation and mortgage purposes.

O & M Manual

Two weeks prior to Practical Completion the Contractor must submit one O&M manual to the EA and client for comment. At handover the Client will require a copy of the full O&M manual on a 'cloud' based storage system such as We Transfer. All drawings to be in PDF format. Format of other files to be agreed with RHP.

In order to comply with current Health and Safety Legislation, CDM file and O&M manuals should be made available prior to Practical Completion of the first dwelling and updated and reissued, as appropriate from time to time to ensure that it is relevant to future homes, prior to the Practical completion of each further dwelling. The Contractor shall provide evidence that these files are being updated throughout the project, and the Client may ask to view this at site meetings.

A proforma will be provided by RHP for completion by the Contractor on all properties and communal areas prior to handover. This shall be completed and returned in PDF format to

the EA and development project manager prior to handover. This should also be added to the O&M Manual. Each Manual must include the following:

- Principal materials and components used in the construction, together and name, address and telephone number of manufacturers and suppliers to include for example; facing bricks, roofing tiles, gutters and downpipes, doors, windows, ironmongery, sanitaryware, taps, kitchen units and fittings, floor finishes and floor covering, wall tiling, heating installations, electrical fittings, external paving, landscaping etc.
- Operating and Maintenance instructions on all maintainable items including fixtures, fittings, finishes and components.
- All manufacturer's guarantees or warranties.
- Confirmation letters and/or certificates from the local planning authority and building control advising that the completed Works comply fully in each respect.
- Completed copies of Electricity Board and Gas Board Inspection and Completion Certificates for every dwelling and communal system. All certificates must refer to the postal address and not the plot number.
- Confirmation from the local Water Authority that the Water Bylaws have been complied with.
- A copy of the Contractor's diary record of the visits made by the Building Control Officer and the NHBC Inspector.
- Layout drawings clearly indicating the areas, which are to be adopted under Section 38, 104 or any other Agreements.
- Layout drawings clearly indicating the position of any trees, which are subject to preservation orders.
- A schedule of main and sub-contractors including addresses and telephone numbers with details of work executed.
- A schedule of all fixed and variable equipment settings established during commissioning.
- Full details of heating system with plans and design calculations.
- Details of any adopted drains with dates works are to be or were adopted.

RHP Induction

One month prior to handover of the first unit, the Contractor shall arrange 'induction meetings' in order to provide training to the Client's staff (Development, Maintenance Department, Lettings as appropriate). The training shall be provided by a suitably qualified person with detailed knowledge of the dwellings' individual and communal electrical and gas appliances, in particular heating programmers and controls. Where relevant, the training should cover photo-voltaic and solar panels, CHP, ground/air source heat pumps, heat recovery systems or other systems. The training should also cover a demonstration of door and window opening, closing and locking (including restrictors and cleaning instructions), door entry/access systems and the operation of lifts. The training should identify the location of water stop valves, electrical control switches, consumer units and other related items. It is anticipated that a training meeting will be required for each handover phase.

If requested by RHP's Project Manager, the Contractor shall also provide a recorded and narrated demonstration showing basic operation of any equipment or installations the resident will need to use in the normal operation of the home e.g. MVHR, thermostat etc. This only needs to be for one of the new homes in the development, not every unit. The demonstration should not include white goods or any other item gifted to the resident. The recording should be provided to the Client electronically, either via a suitably-sized email attachment or via a 'cloud' based storage system such as We Transfer.

At Practical Completion

Practical Completion will not be granted unless:

- the properties presented are complete in every respect for occupation including any within curtilage footpaths, car parking spaces, external works and fences.
- the whole of the drainage installation has been cleaned out immediately prior to handover by jetting or other means considered appropriate.
- all the outstanding snagging items have been satisfactorily completed (unless determined otherwise by the Client).
- all the information required by the Principal Designer for incorporation in the Health and Safety File has been submitted to him.
- all the information required has been approved for final SAP assessments and sound test results.
- A Post Construction Stage CfSH assessment or equivalent standards has been completed (if required) and the results submitted to an approved certification Body (BRE or STROMA).
- all Collateral Warranties have been signed, sealed and dated by the Client
- all Building Guarantee Warranties have been issued.
- all Building Control Completion Certificates have been issued.
- All Pre-occupation planning conditions have been discharged (unless agreed otherwise by the Employer and occupation is expressly permitted in writing by the Local Planning Authority).
- the Secured by Design Certificate has been issued (if applicable).
- all mechanical and electrical test certificates have been provided.
- Any identified actions for the Contractor recorded within the Fire Risk Assessments for blocks of flats have been completed.
- All requested Marketing, sales and legal information has been provided have been agreed by the Client.

The Client is under no obligation to accept PC where there are major snags or a large number of snags or if there is incomplete documentation.

All services are to be fully operational at Practical Completion. The Contractor shall take and agree meter numbers and readings with the EA at Practical Completion. The Client will be responsible for supplies consumed thereafter. Heating systems shall be run continuously for 24 hours prior to handover inspection. Arrangements may be made for draining down heating and hot and cold-water systems at Practical Completion and recharging them as

required by the Client and these will be priced as an addition to the Contract Works following such instruction.

Keys

At Practical Completion the Contractor shall provide to the Client the following keys for each dwelling in clearly and individually labelled bunches:

- 3 No. keys for each external door lock
- 3 No. keys for each key operated external door bolt
- 1 No. (minimum) window lock key per room
- 3 No. radiator keys per dwelling
- 1 No. electric meter cupboard key
- 1 No. gas meter cupboard key
- 1 No. water meter key.
- 2 No. keys for storage of hazardous materials

The Contractor will be required to leave the works secure with all accesses locked at Practical Completion. Account for and adequately label all keys and hand over to the Client with an itemised schedule, retaining duplicate schedule signed by the Client as receipt.

At Practical Completion the Contractor will be required to provide the appropriate warranty scheme approval and certificates.

Appendix 7 - Operation and Maintenance (O&M) Manual

RHP requires the O&M manual to contain the following items. This is not an exhaustive list and the Contractor will be expected to provide all of the following documentation as a minimum to enable full and long-term maintenance of the entire building(s) and its components. All documents required under legislation e.g. gas certification must be provided **before** RHP will agree Practical Completion.

1.	Contents
2.	Project Directory (including all Contractor names and contact details)
3.	Health and Safety File (see appendix 7 for format)
4.	Fire risk Assessment
5.	Building Control Final approval (certificates)
6.	Warranty certificates
	Building Warranties (Final Certificate)
	Collateral Warranties (Signed)
	Roofing Warranties
	Other Warranties
7.	Summary of Maintenance Requirements to be carried out by Client
8.	As-Built drawings (buildings)
	Site plans

	General layouts
	Construction/Section drawings
	Structural/Specialist
	Schematics
9.	As built drawings (externals)
	Groundworks/Drainage
	Cladding Details
	Roads and paths
	Landscaping and planting
	Ownership (covenants, wayleaves and title)
	Parking
	Mechanical/Electrical/Water layouts
10.	Safety and installation certificates
	Lift Certificate
	Gas certificates (Landlord Gas Safety Check, Building Regs Compliance and Benchmark) Gas certs to be dated no earlier than 30 prior to PC.

	Electrical and EPC certificates
	Emergency Lighting Completion Certificate
	AOV Installation Certificate
	MCS Certificates
	Fire stopping schedules
	Fire door certification
	Dry riser certification
	Sprinkler certification
	Cladding data sheets, compliance certification etc.
	Sound/noise tests
11.	Equipment Schedule and Data Sheets
	To be referenced as follows: Make/model, Manufacturer, Contact details, Warranty details, technical literature
	Safety systems (harnesses etc) commissioning certificate
	SAP Calculations
12.	Finishes Schedule

	Sanitaryware
	Taps
	Kitchen
	Ironmongery
	Paint
	Tiles
	Floor coverings
	Doors (internal and external)
	Windows
	Other
13.	Water and sewage
	Sewage Treatment Plant installation details (inc dwgs)
	Pipework schematics and details of any communal stored water
	Water efficiency calculations (if applicable)
	Chlorination Certificates
14.	Heating and ventilation

	Boiler
	Radiators (including all valves and controls)
	Communal Systems
	Ventilation systems (including car park if applicable)
	Heating Renewables
15.	Electrical Systems
	Wiring
	PV
	MVHR
	Digital & TV aerial commissioning (with signal levels)
	Lift Commissioning Certificate
	CCTV
	Door Entry
	Fire Alarm Systems/Smoke Detector Locations
	Emergency call systems
	Lightning conductors
	Details of Broadband provision and instructions for occupant how to connect

	Safety systems (harnesses etc)
16.	Any other relevant information

Appendix 8- Health and Safety File

The Health and Safety file is defined as a file appropriate to the characteristics of the project, containing relevant health and safety information to be taken into account during any subsequent project.

The Health and Safety File may be cross referenced to the Operation and Maintenance Manual. Items do not need to be duplicated.

The file must contain information about the current project that is likely to be needed to ensure health and safety during any subsequent work such as maintenance, cleaning, refurbishment or demolition.

When preparing the health and safety file, information on the following should be included in the following format:

PART A Description of works.

A brief description of the work carried out.

PART B Remaining Hazards.

Any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (for example, surveys or other information concerning asbestos, contaminated land, water-bearing strata, buried services and so on).

PART C Key structural principles

for example, bracing or sources of substantial stored energy including pre- or post-tensioned members and safe working loads for floors and roofs.

- Structural drawings

PART D Hazardous materials used

PART E Plant or Equipment

Information regarding the removal or dismantling of installed plant and equipment (for example, any special arrangements for lifting such equipment).

PART F Cleaning or maintaining the structure

Health and safety information about equipment provided for cleaning or maintaining the structure.

PART G Services

The nature, location and markings of significant services, including underground cables, gas supply equipment and fire-fighting services.

- Services details
- Services drawings

PART H Information and as-built drawings

of the building, its plant and equipment for example, the means of safe access to and from service voids, and the position of fire doors

There should be enough detail to allow the likely risks to be identified and addressed by those carrying out the work and be proportionate to those risks.

APPENDIX 9 GENERIC LIFT SPECIFICATION

This specification gives guidelines only. The Developer will be expected to deliver a reliable, cost effective and easily maintainable lift which complies with all relevant current legislation, especially relating to lifting equipment and passenger lifts.

1. Generally

- 1.1 The minimum life expectancy for lifts should be 20 years.
- 1.2 The developer is to propose three lift suppliers for agreement with RHP. Lifts must be open protocol.
- 1.3 Lifts shall be compliant with EN81-71:2018 Safety rules for the construction and installation of lifts. Lifts to be Cat 1.
- 1.4 Within the building contract there should be a 12 month combined service and maintenance agreement with the lift manufacturers to cover the whole of the 12 month defects period, including 24 hour call out provision.
- 1.5 Emergency call outs (trapping, injury etc) shall be attended to within 2 hours maximum. All other call outs shall be attended by the Developer within 24 hours.
- 1.6 There should be allowance within the contract for the lift to be curtained out or otherwise protected for the first six weeks immediately after handover to protect the lift during the residents moving in period.
- 1.7 All lifts may be checked by an independent RHP lift consultant at the commissioning stage to ensure that they meet the agreed specification and that the autodial is properly set up etc.
- 1.8 Prior to handover, the lift installation must be inspected by the Client's insurers.

2. Machine Room-Less Lifts

(Note: this is a generic specification for a lift serving a 5-storey dwelling)

- 2.1 The minimum rated load shall be 8 persons or 630 kg/900mm clear opening and the minimum speed shall be 1.0 m/s. The level service shall be defined by an interval of 50 to 60 seconds at the terminal landing.
- 2.2 The Developer shall design the lifts in accordance with the requirements of the Specifications and Drawings. The new installation shall on completion be suitable for a minimum 20 years' service.
- 2.3 The lift control system and equipment shall have a proven record of reliability and performance whilst in commercial operation and working on a duty cycle similar to that

required by the installation specified. Acceptance of any new control system and equipment shall be approved by the Engineer.

- 2.4 The lifts shall extensively employ solid state electronic components and minimise the use of electro-mechanical components.
- 2.5 The design of the lift power system (drive system) and control system shall be such to minimise the use of electrical energy and be variable voltage, variable frequency.
- 2.6 Control and, where specified, power systems, shall be microprocessor based, and the hardware shall support a fully software-based system.
- 2.7 All plant shall be capable of simple replacement, with minimum disruption to the operational use of the building and available in the UK.
- 2.8 The lift installation shall comply with the Lift Regulations 1997, Harmonised Standard BS EN 81-50:2014, and be CE marked on completion. It shall also comply with Section M2 of the Building Regulations for disabled use and BS EN 81-70:2018.

3. Lift Motor

- 3.1 The lift motor shall be gearless specifically designed for lift duty and comply with BS 9000 and BS ISO 4990 as appropriate. The motor shall have a continuous duty cycle of 180 starts / hour.
- 3.2 The lift motor shall be variable speed A.C. using a 4 quadrant inverter to provide variable voltage variable frequency speed control. A closed loop system shall be employed at a rated speed of 1.00 m/s or above.

4. Door Operator & Doors

- 4.1 The door operating system shall be 'Fermator' heavy duty type or a 'Selcom' heavy duty, or similar approved. The car door contact and wiring shall be suitably guarded.
- 4.2 The preferred door arrangement is two speed side opening. The minimum clear opening shall be 900mm.
- 4.3 The doors shall be EN81-71 Cat 1.
- 4.4 The bottom track and sill shall be formed from one aluminium extrusion extending the full travel of the doors.
- 4.5 The door protective device shall be an electronic door detector infrared type.

5. Lift Car

- 5.1 The car walls shall be constructed from 16-gauge 304 grade patterned s/s panels – linen finish - and not more than 250mm in width and bolted together to the top flange of a

channel skirting. The car walls shall be sufficiently braced and treated to resist impact and be treated with anti-vibration compound to prevent drumming. All panel fixing returns shall be overlapped and bolted, all mating faces shall be treated, separated and sealed with a plastic water/acid resistant infill strip.

- 5.2 The car ceiling and lighting shall be as Global Lift Equipment's (GLE) OPTIMA-E or similar approved, controlled from a switch in the controller. Lighting should be fluorescent protected by drop down panel (not exposed halogen fittings).
- 5.3 The car flooring shall be non-slip PVC sheet, covered on the side walls as GLE OPTIMA-E or similar approved. The flooring colour should contrast with the wall finish to aid the partially sighted.
- 5.4 Provide a shatterproof mirror at least 4mm thick fitted to the top half of the car rear wall.
- 5.5 Provide a handrail to the rear and the car operating panel side car walls.
- 5.6 The reprogrammable auto-dial emergency telephone system shall be provided and be capable of dialling through to RHP's chosen provider. Where the specified lift manufacturer's initial guarantee is invalidated if their own auto-dialler is not fitted (e.g. Kone), the building contract should include an instruction to fit the preferred alternative auto-dialler at the end of the defects period.

6. Car Emergency Lighting

- 6.1 The car lighting shall incorporate emergency lighting to BS 5266-1. It shall be self-contained and incorporate all the necessary control gear and automatically provide lighting upon failure of the normal mains supply. The emergency lighting shall provide illuminance of at least 15 lux at floor level and be located so as to illuminate the car threshold, normal and emergency controls, and communications.
- 6.2 The capacity of the control gear shall provide a minimum of 3 hours operation for the emergency lighting and one (1) hour operation of the emergency signal. On restoration of the normal mains supply the emergency lighting unit shall start to recharge automatically and shall reach its fully charged state again within 12 hours.

7. Control System and Controller

- 7.1 The controller shall be microprocessor based with the following features:
 - (a) fault finding diagnostic facility
 - (b) programming and real time fault logging
 - (c) Car preference control
 - (d) Illuminated controller cabinet.
- 7.2 The control shall be 'down collective'.

7.3 The components and VVVF Regulator shall be readily available from agents in the UK.

8. Indicators and Push Buttons

8.1 Car position indicators shall be digital type in the car and at the ground floor. Direction of travel indicators shall be provided at all other floors.

8.2 The push buttons shall be vandal resistant with tactile markings.

9. Tests & Insurance Inspections

9.1 The Developer shall allow for the whole installation to be tested to his own satisfaction on completion. When the Developer has satisfied himself that the installation is acceptable, he shall then inform the Engineer that the lift is ready for testing, giving the Engineer a minimum of seven (7) days' notice in writing. The Developer shall then conduct Witness Tests in accordance with the requirements of BS 8486-1:2007+A1:2011 and to the satisfaction of the RHP representative. The lift must have a thorough inspection by RHP's insurance company's competent person before going into service.

Accessible and Inclusive Housing

London Boroughs of Richmond and Wandsworth Housing and Regeneration

August 2020

Part Two – Wheelchair Housing Site Brief

Index

<u>Chapter Heading</u>	<u>Page Number</u>
Introduction to Part 2	
1. Introduction	2
1.1 Regulatory Requirements	3
1.2 Wheelchair Dwellings (Accessible)	4
1.3 Wheelchair Dwellings (Adaptable)	4
1.4 Wheelchair Housing Design – Initial Considerations	5
1.5 Wheelchair Housing – Planning Appraisals	6
1.6 Wheelchair Housing – Space Standards Comparison	7 - 8
Part 2 - Accessible and Inclusive Housing – Wheelchair Housing Site Brief	
2.1 Approach to the Dwelling	9
2.2. Parking	9
2.3 Communal Circulation	9
2.4 Communal Lifts	9 - 10
2.5 Doors and Entry Systems	10 - 11
2.6 Internal/Through Floor Lifts	11
2.7 Internal Circulation	11 - 12
2.8 Flooring	12
2.9 Windows/Patio Doors	12
2.10 Radiators	13
2.11 Electrics	13
2.12. Ceiling Track Hoists	13
2.13 Living Rooms	13 - 14
2.14 Bedrooms	14
2.15 Bath/Shower Rooms	14 - 18
2.17 Kitchen	19 - 20
Appendix One - Shower Room Plans, Elevations and Specifications	21 - 24
Appendix Two - Good Practice Examples	25 -

1. Introduction

The overarching document has been separated into two parts – Part 1 provides a general introduction and overview to assist those reviewing planning applications for new build housing. Part 2 is a site brief to assist those responsible for designing, specifying and building wheelchair dwellings. It applies to all new build housing across Richmond and Wandsworth.

N.B. Part 1 is currently draft and under review with Planning Policy colleagues.

Part 2 - Wheelchair Site Brief - provides information relating to wheelchair accessible dwellings and to help meet the requirements of ADM (4) Category 3 by addressing current misunderstandings, ambiguities and missing detail. It provides explanations of user requirements and how to provide homes that are inclusive, functional, flexible and fit for purpose. It should therefore be read in conjunction with 2016 Approved Document M (4) 'Access to and use of building, Volume 1: Dwellings

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/540330/BR_PDF_AD_M1_2015_with_2016_amendments_V3.pdf , the FAQ's https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/648232/FAQ_ADM_Vol1_and_Vol2.pdf, and Habinteg's 3rd Edition Wheelchair Housing Design Guide <https://cae.org.uk/product/whdg/>. Much of the detail will also apply to wheelchair adaptable dwellings and guidance should be sought from the Specialist Housing Occupational Therapist. This part must be read

This site brief has been written by Jacquell Runnalls, Wandsworth Regeneration Team's Specialist Housing Occupational Therapist. She is the Royal College of Occupational Therapist Specialist Section in Housing (RCOTSS-Housing) national Lead of Accessibility and Inclusive Design and has an MSc in Accessibility and Inclusive Design. Jacquell has been involved in a range of projects with the Mayor of London, sat on the English Technical Housing Standards Review which oversaw the development of Part M, worked on the Equalities and Human Rights Toolkit for Local Authorities, is a member of the British Standards B/559 committee (Accessible and Inclusive Built Environment responsible for BS8300), and co-authored Habinteg's 3rd Wheelchair Housing Design Guide.

Rachel Wooden was Richmond and Wandsworth's first Specialist Housing Occupational Therapist who currently works for the Housing Strategy and Development Team across both Richmond and Wandsworth Boroughs. She is also now the Royal College of Occupational Therapist's Specialist Section in Housing's London and South East Representative.

We are extremely grateful to Pawel Milewski in the Design Service for providing the shower layouts.

1.1 Regulatory Requirements

Approved Document M4 Category 3 wheelchair dwellings for social/affordable rent (council and housing association) should be designed to be 'accessible' and meet the requirements of M4(3) (2)(b).

Wheelchair dwellings of other tenures should be designed to be 'adaptable' and meet the requirements of M4(3)(2)(a).

Where designated wheelchair dwellings are provided within specialist housing types such as Extra Care Housing, Sheltered Housing, Supported Housing, there may be additional requirements and advice should be sought from the Specialist Housing Occupational Therapist.

M4(3), 3.20 states "In order to demonstrate that the dwelling is capable of meeting the functional and spatial provision for a wheelchair adaptable or wheelchair accessible dwelling, furnished plan layouts...should be provided to a scale of at least 1:100". To avoid confusion and ensure that all units can comply fully, drawings should show an 'accessible' layout from the outset to demonstrate that through 'simple alteration' they can be 'easily adapted' e.g. stacks, services, walls etc should not require to be moved.

Useful advice can also be found on the Direct.Gov 'Frequently Asked Questions'

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/648232/FAQ_ADM_Vol1_and_Vol2.pdf

The building control body ultimately decides in each case whether the requirements below have been met, if reasonable provision has been made, and if a solution complies. However it is helpful to note that ADM1 (dwellings) is an Approved Document so whilst it gives guidance on how to satisfy the requirements, it does not proscribe solutions per se, nor does it outline the only way to satisfy M4 (3), but gives a functional performance to achieve and allows designers/builders to propose compliant solutions. (Additional independent guidance, such as Habinteg's 3rd Edition Wheelchair Housing Design Guide and BS8300 (see below), can also assist in assessing compliance).

Please note that a designer/builder should not say "it is not written in Part M", as that is not how building regulations work. The statutory guidance is there to help, but it is not the rule itself. For example, in wheelchair dwellings (covered later) the "must" is given by the two points below and should be assessed against these overarching requirements;

The requirement of M4(3) is

1. Reasonable provision must be made for people to
 - (a) gain access, to and
 - (b) use the dwelling and its facilities
2. The provision must be sufficient to
 - (a) allow simple adaptation to of the dwelling to meet the needs of occupants who use a wheelchair (adaptable) or
 - (b) meet the needs of occupants who use wheelchairs (accessible - social rented/council)**

1.2 Wheelchair Dwellings for social rent (accessible)

These should be ‘accessible’ from the outset and therefore provide features such as a clear wheelchair charging/transfer zone, installed through floor lift, an installed level access shower and fully accessible kitchen.

1.3 Wheelchair Dwellings for sale/shared ownership (adaptable) and Positive Marketing

These should be designed to be ‘adaptable’ but drawings must still demonstrate how the unit can be *easily adapted through simple alteration to accommodate an accessible layout* i.e. without compromising or encroaching on the required circulation space, transfer zones and plumbing/electrics etc.

Whilst the 10% requirement applies across tenure, without advertising them appropriately, they will be unidentifiable to disabled and older people, despite being a potentially untapped marketing opportunity. Some boroughs require, through planning conditions, that they are advertised appropriately for a period of 6 months (usually prior to first fix).

There is also a general lack of understanding and concern that wheelchair ‘adaptable’ dwellings will look negatively institutional, which is inappropriate and unnecessary. Wheelchair adaptable properties should be designed in an inclusive, non-institutional, contemporary way so that their layout and increased space standards appeal to all, resulting in positive marketing. Standard kitchens are generally fitted at the outset (with space for an accessible one if required) and other considerations such as the provision of a contemporary wet room (without the need for rails to be fitted from the outset and/or attractive detachable products such as HEWI) will meet most peoples’ needs instead of a bath over an installed level access shower.

There is an increasing amount of research evidencing a severe shortage of accessible housing for purchase and private rent. It is therefore imperative that wheelchair ‘adaptable’ properties are clearly identified in marketing material (and possibly title deeds) so that potential purchasers are more likely to come forward and, as explained above, should be designed and advertised in the same way as other properties on the same development. Advice should be sought from the Specialist Housing Occupational Therapists who may also be able to circulate adverts to appropriate organisations.

Advertising material should be relevant and refer to key features e.g. availability of parking and accessible transport, proximity to accessible local amenities, lift access etc. More detailed specifications should include photos, floorplans, key details such as number of lifts, additional circulation space, space to charge a wheelchair, wet floor shower, space for an accessible kitchen. Adverts should be included within mainstream advertising e.g. hoarding, websites, literature and local press. Websites which specifically advertise accessible properties across tenure are; <https://www.sharetobuy.com/>, <https://accessible-property.org.uk/>, <http://abodeimpact.co.uk/>; <https://accessibleprs.co.uk/> <https://www.branchproperties.co.uk/>; <https://landlords.org.uk/news-campaigns/news/nla-looks-improve-accessibility-in-the-prs>, <https://accessibleprs.co.uk/home> <https://www.thehouseshop.com/>; <http://www.mysafehome.info/>;

1.4 Wheelchair Housing Design – Initial Considerations

Wheelchair dwellings should be ‘pepper-potted’ across a site and provide convenient access, not only to their own dwelling, but to the wider site and local neighbourhood.

Consideration should be given at an early stage to the overall site and surrounding areas including proximity to local amenities and accessible public transport, topography, levels and landscaping across a development. To ensure a high level of accessibility for all, careful layout and detailing may be required to resolve differences in level across a site and to ensure that suitable gradients (and crossfalls) are provided to footpaths. The location of appropriately designed crossing points, dropped kerbs, drop-off points and blue badge bay parking will also be essential to enable disabled and older people access around the development and to local amenities.

The design of communal space such as amenity, landscaped and play areas, or other facilities (scooter and cycle storage, bin stores) should enable access to, and use by, wheelchair users.

Wheelchair dwellings must demonstrate an appropriate layout that provides functionality and ease of circulation. Awkward shaped/long corridors, awkward shaped rooms with sharp angles and recesses, deep/thin cupboards are not appropriate as furniture cannot be placed within them nor can they be accessed by wheelchair users or people using equipment or those assisting. Theoretically the square metreage cited should not include these areas within overall calculations. Significant amounts of full height glazing will also restrict circulation and positioning of furniture.

Appropriately sized, well-proportioned, flexible, inclusive/non-institutional wheelchair dwellings will generally suit most wheelchair users with minimal adaptation. However ADM(4) Category 3 is a minimum standard so may not accommodate all people e.g. those who use larger and/or specialist reclining type wheelchairs.

Contact should be made with the relevant Specialist Housing Occupational Therapist as early as possible within the planning process e.g. from pre-planning/planning application stage. Where appropriate they should be involved throughout the build to completion/handover and would hope to undertake post occupancy evaluation – all of which can provide resource savings longer term.

To avoid confusion and ensure that all wheelchair units comply fully (whether accessible or adaptable), it is strongly recommended that drawings show an **accessible** layout to ensure it is capable of being easily adapted in future.

1.5 Wheelchair Housing Design – Planning appraisals

To determine whether the requirements are met and that dwellings and the surrounding development provide wheelchair access, those assessing planning applications e.g. Specialist Housing Occupational Therapists, will usually require the following;

Design & Access Statement, Planning Statement and Accommodation Schedule;

- To set out the design intent in terms of providing accessible and inclusive development
- To demonstrate the number, tenure, size and location of wheelchair units across the development
- To determine the appropriate mix of units
- To determine that the 10% requirement has been met

Drawings of the Site Layout, Elevations and Floorplans showing;

- relevant site levels, topography and approach/surrounding public realm showing the curtilage of the development including the adjacent highway, pavement (dropped kerbs), on-street blue badge bays, drop off points
- wheelchair accessible external and communal approach routes, including those to/from parking or drop off, ramp gradients
- site layout and floorplans showing access to communal facilities (bin/scooter/cycle stores), amenity/play space (including podiums), associated parking (undercroft/basement/street level/courtyard)
- floorplans showing all relevant communal circulation routes to access the front entrance door of the dwelling e.g. from parking/drop off, all entrances/exits to the building, lift access, corridors, communal doorways
- elevations which show the topography/changes in levels, window/cill heights, transoms, types/size of doors

Property Type/Layout drawings of the individual wheelchair dwelling showing;

- 1:50 Internal furnished layouts as per ADM Appendix D :Furniture Schedule
- Required clear circulation routes including inside FED, hallway widths, appropriate space to outward opening doors, external patio/balconies
- location of the wheelchair charging/storage area with clear access and circulation space alongside, an installed accessible shower room, appropriate sanitary facilities relevant to person size (4 persons 2nd WC/cloakroom, 5p+ accessible bath and shower room)
- bedrooms which show appropriately sized bed, furniture and circulatory requirements including 1000mm in front of furniture, to both sides and foot of bed, 1200mm square inside door and corners of bed
- appropriately sized kitchen/dining/living room relevant to person size
- direct relationship between kitchen and living room
- detailed bathroom and kitchen drawings showing how an accessible layout will be achieved (1:20 drawings with elevations - may only be available at later design stage)

1.6. Wheelchair Housing – Space Standards Comparison (overleaf)

The Nationally Described Space Standards and Mayor's Housing Design Guide do not apply to wheelchair housing which currently has no formal space standards. It can therefore be difficult to gauge whether wheelchair housing requirements can be met within a dwelling.

Having worked within the field of wheelchair housing for many years, Jacquell Runnalls, Wandsworth Specialist Housing OT, has researched and compared available evidence-based space standards. These include the 2012 Royal London Borough of Greenwich Wheelchair Site Brief (**GSB**), the 2014 England Technical Housing Standards Review Consultation (**HSR**) and the 2018 Northern Ireland Housing Executive's Wheelchair Design Standards (**NIHE**). Comparison tables are provided on the following page by bedroom/person size and property type and their aim is to provide a screening tool to assist those assessing planning applications. It should be noted however that these space standards will not be sufficient where properties are not of a uniform shape and layout e.g. awkward shaped rooms with angles and recesses, in addition to large amounts of glazing which reduces the appropriate and accessible positioning of furniture, setting out of accessible kitchens etc.

	GSB	HSR	NIHE
<u>Single Storey (gross internal floor areas in square metres)</u>			
1b2p	65	58	60-65
2b3p	75	73	80-85
2b4p	85	87	85-90
3b4p	100	92	90-95
3b5p	110	103	105-110
3b6p	115	113	110-115
4b5p	116	108	110-115
4b6p	125	118	115-120
4b7p		128	125-130
4b8p		138	
5b6p		123	
5b7p		133	
5b8p		143	
<u>2 Storey</u>			
2b3p	80	94	105-110
2b4p	100	104	105-110
3b4p	110	109	115-120
3b5p	120	120	125-130
3b6p	125	130	125-130
4b5p	125	125	130-135
4b6p	130	135	135-140
4b7p		145	140-145
4b8p		155	
5b6p		140	
5b7p		150	
5b8p		160	
6b7p		155	
6b8p		165	
<u>3 Storey</u>			
3b4p		119	
3b5p		130	
3b6p		140	
4b5p		135	
4b6p		145	
4b7p		155	
4b8p		165	
5b7p		160	
5b8p		170	
6b7p		165	
6b8p		175	

PART 2 - Wheelchair Housing Site Brief

2.1 Approach to the Dwelling

- Approach routes to be step-free, a minimum 1200mm clear width, and well lit.
- Ramps, if essential, to provide a gradient between 1:20 and 1:15 of appropriate flight length and with appropriate 1500mm x 1500mm landings, 1200mm minimum wide and 1200mm clear of any door/gate swing

2.2. Parking

- Wheelchair accessible dwellings should have a dedicated, compliant car parking bay as set out in the 2016 Minor Alterations to the London Plan, Policy 6.13, Parking D.b) and E.b)
https://www.london.gov.uk/sites/default/files/parking_standards_malp_for_publication_7_april_2016.pdf which references the Mayor of London's 2014 Accessible London SPG, Standard 18
https://www.london.gov.uk/sites/default/files/shaping_neighbourhoods_accessible_london_spg_2014.pdf
The provision of 'on street' parking can create difficulties unless dedicated to a specific blue badge number as without this, any blue badge holders can use the bay.
- Private bays (within the dwelling curtilage) should be level with an additional unobstructed 1200mm to one side and rear.
- Communal bays should be level with an additional unobstructed 1200mm to both sides (can be shared with adjacent blue badge bays).
- Bays positioned lengthways alongside a pavement are not generally accessible.
- Parking bays should be level i.e. 1:60 and clear of all access routes and obstructions such as structural columns, bollards or electric charging points.
- There should be level access to the dwelling from parking/drop off areas, including appropriate dropped kerbs to access the surrounding neighbourhood, communal facilities and the dwelling.

2.3 Communal Circulation

- Level landings and clear turning circles of 1500mm x 1500mm to be provided to both the outside and inside of communal doors, with a minimum 1500mm clear between door swings.
- All doorways to provide accessible thresholds i.e. not exceed a single upstand of 5mm, and a total overall height of 15mm. Any direct upstand, however minimal, must be chamfered to a gradient no steeper 1:15 as wheelchair users may not have the strength/ability to push over, and can cause a person to trip or have to tip backwards if being pushed.
- Where there is direct entry from the street, mats should be provided to reduce a wheelchair user trailing wet and dirt into the flat. Mats should be level and firm, with no upstand and of a similar colour as the flooring.
- Patios/paved areas to extend well beyond the doorway to allow a wheelchair user to move fully through the door, turn and utilise the space fully.
- Routes to sheds/storage to be easily accessible.

2.4 Communal Lifts

- In blocks of flats, 2 communal lifts of an appropriate size should be provided where possible. This is to address concerns such as breakdown, maintenance and servicing. A lift larger than the required 1100mm x 1400mm minimum can also accommodate people with larger, tilting wheelchairs, people who require assistance, and families with disabled children.
- Bespoke lifts are preferred to Package lifts due to previous issues around unreliability.

- The (intend to publish) London Plan refers to “incorporating safe and dignified emergency evacuation...and that in all developments where lifts are installed, as a minimum at least one lift per core (or more subject to capacity assessments) should be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building”.

2.5 Doors and Entry Systems

- Doors should be easy for a wheelchair user to operate single handed and move through with minimal opening force. This therefore usually requires standard hinged doors with a fully operable, lever type handle on both sides of the door e.g. not sliding or push/pull type doors nor those with fingertip-type pulls as these are very difficult to grip and/or operate.
- All doors to access the dwelling, its facilities and relevant amenities, should not exceed an opening force greater than 22.5 Newtons at 30 degrees of an opening cycle and if they do, require full automation. External, communal and dwelling entrance doors e.g. PAS 24 type doors exceed this opening force, particularly taking additional factors into account such as fire seals, weather conditions etc. It is therefore recommended that all doors, including the dwelling entrance, are fully automated from the outset to avoid retro-fitting.
N.B. Wheelchair users generally wheel up alongside the door to reach the handle, then have to push/pull the door sufficiently wide enough within the full opening cycle to be able to get their wheelchair through fully.
- PAS 24 type locks which require a person to lift the handle and turn a key to engage the lock can be confusing and difficult to operate, resulting in people not engaging the lock so effectively leaving the door open. Alternative types of ‘slam-shut’ security locks that do not require the handle to be lifted and can be automated include models such as the Winkhaus Automatic Multi-Point Locking Mechanism – autoLock AV2 or AV2-E <https://www.winkhaus.com/en-gb/door-locks/electronic-and-battery-operated-door-locks/bluematic/av2-e>
- Door handles and locking mechanisms to be easy to understand, grip, operate single handed and positioned at 900-100mm from FFL, with sufficient space between the handle and lock.
- Automated doors should be activated via infra-red /radio-operated fob as some users will not be able to lift their arms and/or reach wall mounted readers/buttons.
- Door operation requires to be considered alongside any other access strategies, including in the event of an emergency. Products which close on the sound of the fire alarm can also assist such as hold open devices or wireless overhead door closers/openers which remove the weight and resistance of fire doors and allow it to swing freely e.g. <https://fireco.uk/products/freedor-smartsound/>. However consideration should be given as to how disabled and older people get out of a dwelling if required to do so.
- Institutional, large, wall mounted push pad door openers are not appropriate for dwellings.
- Space should be provided above/alongside doorways to accommodate actuators/automation.
- As a minimum, fused spurs to be provided to all dwelling entrance and exit doors, including patios/balconies.
- All external doors e.g. dwelling entrance, patio/balcony and gates to provide 150mm on the hinge side, 850mm minimum clear opening width and the relevant 300/200mm minimum leading/following edge. The 300mm leading edge should extend back 1800mm.
- All doors to be located centrally with no more than 200mm deep reveal so as not to create another ‘nib’ and reduce the wheelchair user’s ability to reach the door handle/lock etc.
- Handles and locking devices should not be located too close to the edge of the door, door frame or window frame and not positioned in corners or close to the return of a wall.
- All doors to have standard handles e.g. ‘d’/lever type, not finger-tip type pulls.
- Additional lower spy holes to be fitted in dwelling entrance doors, 1050mm from FFL. If only one spy hole can be fitted, to be at the lower level.
- Door entry controls to be 900-100mm from FFL, and 300mm out from a corner.

- Additional door entry phones with remote door release facility to be provided in the main living room and principal bedroom to enable a person to communicate with visitors at the property entrance door e.g. to enable a person in bed to let carers in.
- Where cameras are integrated into a control panel (video entryphone systems), an additional camera to be provided at an appropriate height so visitors are in full view.
- Entrance floor matting – see flooring.

2.6 Internal/Through Floor Lifts

- Lifts should be positioned off the main circulation area and access all levels of the dwelling.
- A minimum 1500mm clear turning circle should be provided in front of and beyond the door of a through floor lift and clear of the top step of any flight of stairs.
N.B. Doors to 2 storey through-floor 'home' lifts do not generally hinge beyond 90 degrees which creates difficulties for wheelchair users who have to wheel beyond the entire lift door to turn.
- The lift shaft must provide a minimum 1100mm x 1650mm clear between every floor of the dwelling, off the main circulation area. However, this length can only accommodate the smallest wheelchair 2 storey 'open' domestic through floor lift which some standard wheelchair users cannot use. It should therefore be increased slightly (technical data suggests 1200mm x 1750mm) to meet a wider range of wheelchair users needs e.g. Wessex VM38 model (as opposed to VM36), Stannah Stratum and LW/Pollock Eco Homelift, the latter of which provides a model which accommodates greater travel distance/higher ceilings. (Some homelifts provide a greater travel distance to accommodate higher ceilings).
- Standard 2 storey through floor lifts are not fully enclosed and can only accommodate a single person unaccompanied. They therefore cannot meet the needs of some users' e.g. children, a person requiring constant supervision, assistance and/or assurance from another person. To meet a wider range of users' needs it is recommended to provide enclosed lift models e.g. Wessex VE38 which require similar shaft dimensions.
- 3 storey + properties will require a larger shaft/width to achieve sufficient similar internal circulation/dimensions to 2 storey lifts.
- 3 storey + lifts require a recessed pit at ground floor to ensure they are self-levelling.
- Lifts must provide powered door openers
- Lifts should provide 'one touch' push-button controls that do not require continual pressure – only certain makes/models of 3 storey provide these.
- In **adaptable** layouts the shaft must be easily adaptable to provide lift access to all floors without encroaching on circulation space and access to rooms

2.7 Internal Circulation

- All doors, including storage/cupboards, to be hinged to open beyond 90 degrees, provide minimum 850mm clear opening width and 300mm leading edge/200mm following edge.
- All doors to have lever type handles which are easy to grip and operate, not fingertip pulls or round knobs.
- Door handles to be set at 900mm from FFL and consideration given to their positioning on pocket/sliding type doors.
N.B. Sliding doors are not generally wheelchair accessible but can assist where circulation space is limited e.g. bathroom and wardrobe doors. Pocket type doors may be preferable.
- A minimum 1500mm clear turning circle inside the entrance, between doors and beyond the door of a through floor lift. Please note, through floor lifts often have a door which does not hinge beyond 90 degrees.
- All thresholds to be level i.e. no internal thresholds between rooms.
N.B. Door sizes may need to accommodate the additional height to ensure that there is no gap and that the required fire seal can be achieved.

- Solid doors to be provided to allow for fitting of rails if required.
- Hallways should usually provide 1200mm clear width except where there is a head-on approach with no turn (1050mm minimum clear width).
- A 1100mmx1700mm minimum wheelchair charging/transfer space should be provided within the main hallway/entrance storey, with clear 1200mm alongside. It should be near to the entrance to prevent trailing dirt etc.
- The required storage should be provided. If washing machines and/or other similar services are provided in cupboards, these should be in addition to the minimum storage requirements.
- If washing machines are provided in storage cupboards, they must be easily accessible (both internally and externally) and not positioned to the rear of deep cupboards.

2.8 Flooring

- To provide firm, level entrance hall mat without any upstands or trip hazards. To extend 1800mm beyond door frame.
- Internal flooring to be firm, allow ease of movement for wheelchairs, and be easy to maintain and clean e.g. laminate/wooden/vinyl type flooring.
- Carpet is difficult to push wheeled items over and trails dirt. If required it should be short pile, hard-wearing and easy to clean with minimal thresholds.
- Slip resistant flooring to be provided in bath/shower rooms/toilets and meet the appropriate slip resistance e.g. <http://www.hse.gov.uk/pubns/geis2.htm>. It can be vinyl or tiles (ceramic-type) and should provide an inclusive, non-institutional design.
- Thresholds must not be provided between internal rooms as they create a barrier and can prevent wheelchair access within the dwelling.

2.9 Windows/Patio/Balcony Doors

- Glazing to principal windows to be 850mm above FFL. Ideally this should apply to all windows to provide equity of access but also as some disabled people may spend more time indoors.
- Window (and blind) handles to be no higher than 1000mm, with a single lever type handle, and easy to grip and operate single-handed.
- Handles to be positioned out from corners so that a wheelchair user can access them easily.
- Where the above cannot be achieved e.g. kitchens and bathrooms, electric remote winders should be provided in an accessible location.
- Where there are only patio/balcony doors e.g. living room, it is helpful to provide a separate, accessible/operable window or vents to enable ventilation without compromising security.
- Patio/balcony type doors should be easy to operate and use single handed and meet the same requirements as other entrance/exit type doors. This will include a single leaf door with 850mm minimum clear opening width, the appropriate nib (300/200mm) and a reveal no deeper than 200mm. They should have easy to reach and grip lever handles on both sides of the door which can be locked and should not require awkward or heavy manoeuvres. Therefore large, full height glazed sliding doors are not usually appropriate e.g. those that require a person to operate 2 separate handles on the inside of the glazing, push the door outwards and then slide along to open, small cup-type grips and/or no handles at all.
- Sliding doors are not generally accessible as they require a wheelchair user to have to turn to pull the door across sideways-on from a static seated position. Those that require a person to push them outwards and then slide along are even less accessible. They are also not generally able to be automated, unless a specific automated sliding door is specified from the outset.

2.10 Radiators

- Underfloor heating provides easier positioning of furniture and greater clear circulation space.
- The location of radiators is critical to avoid restricting circulation space e.g. end of a bed, at WC.
- Radiator controls to be mounted 450-1000mm above FFL.
- Low surface radiators to be slim-style and need only be provided in critical areas such as bathroom/WC. A wall mounted Low Surface Temperature towel rail, with no exposed pipework, provides a more attractive option and if fitted 800-900mm from FFL can increase circulation space underneath for a person's feet/footplates. The number of rungs at the base of the LST towel radiator should be minimal to enable a wheelchair user to reach and place towels.

2.11 Electrics

- Relevant electrics to be provided at communal and dwelling entrance/exit doors for automation.
- Alarm pull cord systems are not appropriate for general wheelchair housing
- Sprinkler systems and additional smoke/heat detectors should be considered.
- Heat recovery and other M&E type systems, plumbing in of/space for washing machines must not be included within the required storage calculations.
- Switches to be rocker/full plate, 900mm from FFL and 700mm minimum from a corner.
- Sockets to be no lower than 700mm above FFL and 700mm minimum from an inside corner.
- Double sockets to have switches on outer ends.
- A double socket to be provided in wheelchair charging/transfer area.
- To provide additional double sockets in hallway, bedrooms and living room for charging and operation of specialist equipment e.g. hoists, riser/recliner chairs etc.
- Sockets/switches to be 100mm above standard kitchen worktop height e.g. 1050mm from FFL to centre. Whilst this minimally exceeds the maximum 1000mm requirements, it accommodates the standard worktop height (910-920mm) and enables a person with reduced grip to get their hand around the socket, and reduces likelihood of a person spilling liquid into a socket.
- Door entry-phone/release handsets to be provided in the main living area 1000mm from FFL and 700mm out from a corner, and in principal bedroom (alongside bed position).
- Principal bedroom to provide bedhead controls i.e. 2-way light switch, telephone and broadband socket, door entryphone, power socket outlets and a TV aerial opposite the bed-head.
- Task focussed lighting to be provided under kitchen wall units, and should be considered for the principal bathroom/accessible shower <https://www.akw-ltd.co.uk/products/lighting/task-focused-lighting-kit/> to reduce the risk of falls
- Fused spurs for ceiling track hoists in bedrooms and living room.

2.12. Ceiling Track Hoists

- The appropriate required strengthening to accommodate future hoist provision to be provided in the bathroom and principal bedrooms.
- Ideally living room ceilings should also be strengthened so that wheelchair users can transfer from their wheelchair to a living room chair and/or the floor to play with family.

2.13 Living Rooms

- To be a wide, uniform shape without awkward angles and large amounts of full height glazing which reduce the ability to position furniture appropriately and provide clear circulation space. This is detrimental to wheelchair users who may push furniture back against walls to enable circulation within the room and clear access routes to secondary doors e.g. patio/balcony doors.
- Principal living area to be on entrance storey and meet the required combined living/dining/kitchen space (metre square) according to bed/person size.

- Access between the living, kitchen and dining area to be step free
- Ceilings to be able to accommodate future hoist provision

2.14 Bedrooms

- Principal bedrooms to be 13.5m square minimum (usually require 15-16msq dependent on location of door and window), 3m wide and provide 1000mm clear access to the window and all appropriately sized furniture (Appendix D, Furniture Schedule – applicable to all bedrooms).
- Every other double bedroom to be 12.5m minimum and 3m wide, every single bedroom to provide a minimum 8.5m and 2.4m wide.
- Principal bedrooms to provide the required 1200mm square inside the door and to either corner of the bed, 1000mm clear to the foot and either side of the bed.
- Every other double bedroom to provide 1000mm clear to the foot and one side of the bed.
- All single and twin bedrooms to provide 1000mm to one side of the bed and in front of furniture.
- To provide required ceiling strengthening to accommodate future hoist provision

2.15 Bath/Shower Rooms – (please refer to layouts in Appendix A)

General Principles

- Bathrooms should be designed to appear inclusive and not institutional. Traditional ‘Doc M packs’ are not appropriate and are for use in public buildings, not dwellings. Consideration should also be given to the colour scheme, tiles, flooring, fixtures and fittings used.
- Bathrooms should provide a uniform shape with drawings that demonstrate the footprint provides the overall space to accommodate the required access zones CLEAR of stack/drainage/radiators etc.
- The principal accessible bathroom/shower room is unlikely to achieve all requirements if it is less than 2450mm x 2450mm.
- Principal bathroom must show that the installed shower can accommodate a bath over
- Ceilings to provide required ceiling strengthening to accommodate future hoist provision.
- **All wall ducts and boxings to be non-combustible and strong enough to support wall-mounted shower seats, wall-mounted wash-hand basins and drop down rails and grabrails i.e. 30-50mm thick- please see proposals from HEWI and specialist LBW surveyor below:**
 - Plasterboard wall construction requires a solid timber pattress of minimum 30mm of solid timber is required, securely fixed behind the plasterboard, at correct height for products being fitted. Hewi recommend a timber pattress of 50mm thick. Robust fixings should be used in these instances e.g. Hewi BM12.2 fixing for hinged rails and fixed hinged seats.
 - Solid brickwork wall construction still requires robust fixings but alternatives e.g. Hewi BM10.2 can be used for hinged rails and fixed hinged seats.
 - Whilst grab rails use standard screw fittings, companies such as Hewi recommend the same timber thickness to allow for a solid fixing, especially if using hanging shower seats.
- Boxing-in to be kept to a minimum and drainage/plumbing should not be surface mounted.
- The principal accessible bath/shower room should be accessed off the hallway, not an en-suite, and on the same level as the principal bedroom.
- 4 + person units to provide a second WC or WC/cloakroom as appropriate.
- 5 + person units to provide both an installed shower and bath (in addition to second WC).
- In 5+ person units where the only solution is to provide a room containing both an accessible bath and accessible shower, the shower should be located in a corner, not alongside the bath, so that the shower seat can be fitted on one wall and the shower controls on the other (most people would find it difficult to reach shower controls fitted and it is potentially unsafe).
- Shower rooms must provide level access i.e. completely flush with no upstands or lip.

- Richmond and Wandsworth Council have provided examples of appropriate shower room products from HEWI below for new build and the Specialist Housing Occupational Therapists can provide details. **We cannot endorse specific companies so would request that where alternative products are provided, they provide the equivalent functional and aesthetic requirements.**
- Shower Room fixtures/fitings (see diagram for details/positioning):
 - Hinged premium shower seat (white or grey) <https://catalog.hewi.com/en/hewi-hinged-seat-premium-802.51.22097>
 - L-Shaped Combined Shower riser/grab rail 1250mm x 600mm <https://catalog.hewi.com/en/hewi-l-shaped-support-rail-with-shower-head-holder-900.33.201XA>
 - 3 x 600mm Grabrail (one for shower area, one by WC, one on back of door) <https://catalog.hewi.com/en/hewi-support-rail-900.36.003XA>
 - Drop down rail (on outside of the WC) <https://catalog.hewi.com/en/hewi-hinged-support-rail-duo-900.50.160XA>
- Wall tiles to extend beyond wet areas to accommodate splashing.
- Tiles should be larger, rectangular size and shape to promote a more attractive, inclusive bathroom i.e. not white 150mm x 150mm square tiles. They should provide tonal contrast against sanitaryware/fixtures. If white 150mm x 150mm tiles have to be specified, a 'band' of differently coloured tiles should be provided to align with splashback above basin e.g. 820mm from FFL.
- Waterproof acrylic-type wall panels might appear less institutional but must still provide the appropriate structural support.
- Adaptable bathrooms should still demonstrate that an accessible layout can be achieved i.e. a bath can be accommodated over the installed shower, provide the required clear space alongside the toilet if the basin needs to move, and that all other necessary access zones can be provided within the remaining footprint clear of pipework/stacks etc. It is therefore recommended to provide an accessible layout from the outset to ensure that positioning of drainage/plumbing is appropriate and reduce disruption in future.

Shower Area

- The shower area must be 1200mm square, clear of all obstructions and access zones e.g. 800mm minimum clear transfer space between the edge of the shower and centre line of the toilet, 500mm minimum clear to at least one side of the shower, be clear of the turning circle beyond the doorway (a maximum 500mm overlap).
 - Shower gulleys to be positioned as far away from the door as possible to reduce water egress, with no upstands or lips at doorway or shower area. It should also be positioned as far into the corner as possible so that when a person is seated their feet are not positioned over it.
 - Floor depth to accommodate the required cut out for a wet floor former (and associated shower trap and drainage/offset waste). These trays can be trimmed to size and are moulded to provide the required fall/gradient so avoid pooling that can occur with graded screed. Slip-resistant flooring/tiles are then placed over the trays to create a level, wet floor bathroom and sealed and coved up around the edges of the room.
 - Where possible the shower tray dimensions should also provide facilities for a wall mounted, fold-down shower bed (often used for disabled children who require high levels of care). These would usually be fitted in a similar location as where the bath would be, but over a wet floor shower area i.e. 1800mm x 1200mm – this accommodates the full length and depth of the bed and ensures the water drains into the gully.
- Examples of standard former-type trays and associated shallow traps/waste are;
- Impey Aquadec easyfit <https://www.impeyshowers.com/wetroom-floor-formers/>
 - N&C Premier Shower Deck or Aquafloor Dec <http://www.nichollsandclarke.com/uploads/541178ae4bf1eb6ec5392a7d25e127fa.pdf>

- AKW Ltd Tuff Form Former <https://www.akw-ltd.co.uk/products/wet-room-formers/tuff-form-1200x1200/>

Shower Controls and Riser/Grab Rail

- Supply and fit thermostatically controlled shower, potentially restricted to 43 degrees Celsius, with lever controls that are easy to use and understand.
Examples of this are;
 - Mira Select Flex Shower Pack <https://www.mirashowers.co.uk/showers/mixer-showers/mira-select-flex/>
 - (Electric) Triton Omnicare Design <https://www.tritonshowers.co.uk/care-showers/omnicare-design-thermostatic-shower-with-grab-riser-rail-kit.html>
- Shower controls to be fitted 900mm from FFL and 750-800mm in from the corner of the shower to the edge of the controls.
- Showers should have 2000mm long, anti-syphon hoses as this provides greater reach and movement around a person for those assisting.
- Shower riser bars to be long/tall enough to accommodate a person seated or standing i.e. a minimum 1000mm in length. A combined 'L' shaped shower riser bar and grabrail reduces the need for additional rails and looks less institutional – see rails section below.
- 'L' shaped riser rail must be fitted in the correct configuration, so may be 'handed' – to be 600mm in from the corner to vertical section and 700mm from FFL to horizontal section.
- If a straight 1000mm shower riser bar is provided instead, to be fitted 1000mm from FFL.

Shower Seat

- To provide (unless otherwise specified) a wall mounted, folding, adjustable height shower seat with back rest, arms, and ergonomic shaped seat for easier cleaning. It should be fitted using the designated fixings and accommodate sufficient weights e.g. up to 150KG
- The shower seat should provide tonal contrast against its background (wall tiles).
- To be positioned 500mm from corner wall to centre of seat, 450mm to top of seat (unless otherwise specified).
- An example of an inclusive, less institutional-looking, height adjustable seat with arms and contoured seat is the HEWI product detailed above.

Shower Curtain/Screen

- To provide a floor length, weighted hem, shower curtain to reduce water egress. Some are anti-bacterial and can be cleaned in a washing machine e.g.
 - <https://www.croydex.com/products/shower-curtains/shower-curtains-all/hygiene-n-clean-plain-textile-shower-curtain/800>
- To sit outside the 1200mm shower area to reduce water egress and 'clinging' to person.
- Shower curtain rails should be robust with appropriate additional supports where possible, such as <https://www.nymas.co.uk/products/l-shaped-shower-curtain-rail-concealed-fixings>
- Low profile shower screens that fold right back against the wall and do not obstruct access or required clear circulation zones can be a more attractive/inclusive solution.

Toilet

- Toilets to provide a clear 700mm projection i.e. clear of any boxing-in/pipework/stacks. Therefore stacks/pipework must be shown on drawings to demonstrate that the overall footprint can accommodate the required clear projection and subsequent transfer zones and circulation space.
- Ideally soil stack/waste to go out directly behind the toilet i.e. not to side as this restricts the clear WC projection. The clear projection is essential to enable a person either using a self-propelled wheeled shower chair to back up over the toilet and align with the pan aperture, or carrying out a side transfer from a wheelchair.

- Whilst a standard close coupled WC can be provided, slightly increased height and projection is beneficial e.g. 420-450mm to top of pan and 725-750mm projection.
- Lever/flush 'spatulate' type handles should be provided to the front/outside of the cistern.
- Examples of less institutional, ergonomic (easier to clean) WC pans/flush are;
 - Twyford's Avalon/Sola (450mm to top of pan, 750mm projection)
<https://www.twyfordbathrooms.com/products/toilets-bidets-urinals/cisterns-and-installation-systems/avalonsola-close-coupled-cisternlever-bsio-6-or-4/2113/>
 - N&C Phlexicare Eclipse (450mm to top of pan, 705mm projection)
<http://www.ncphlexicare.com/eclipse-toilets/p/123>
- Toilet seats to have lids, a retaining buffer to prevent lateral movement, and be soft close. They should be interchangeable with coloured seats to provide tonal contrast if required.
- Toilets to be positioned 450-500mm from flank wall/boxing-in to mid-line of pan.

Basins

- Basins in bath/shower rooms to be larger hand wash i.e. 600mm x 450mm minimum, wall mounted, with robust fittings and protected pipework e.g. semi pedestal or insulated bottle trap to prevent scalding. Basins with wider/flatter rims and rounded edges enable a person to place items and rest their arms more comfortably. Possible examples are;
 - Twyford's E100 Square Washbasin (600mm x 460mm) with semi-pedestal
<https://www.twyfordbathrooms.com/products/basins/standard-basins/e100-square-washbasin-600x460-1-tap/9140/>
 - Nicholls and Clarke Matrix Curve Basin (600mm x 490mm) with adjustable bracket
<http://uk.pressalit.com/accessible-bathrooms-and-kitchens/product-overview/united-kingdom/matrix-curve-ergonomic-wash-basin-with-overflow/r2050000>
 - Roca Deba wall hung basin (600mm x 480mm)
<http://www.uk.roca.com/catalogue/collections/bathroom-collections/debba-066-14.0505/wall-hung-vitreous-china-basin-325994..0#!A325994000>
- WC/cloakrooms – smaller wall mounted hand rinse basins (350mm x 200mm).
- Pipework and drainage to basin should be recessed within/behind the wall without the need for boxing-in as this will restrict wheelchair access underneath by hitting knees and feet/footplates.
- Taps to all basins to be monobloc mixer type with a short lever that is easy to grip/operate, temperature markers and thermostatic valves such as;
 - N&C Phlexicare Duo Click Range – Basin <http://www.ncphlexicare.com/duo-click-range/p/362>
- Basins should not restrict access to the toilet by overlapping the clear frontal approach or being fitted too close (750mm minimum from front edge of WC to centre of basin).
- Basins to be set 820mm from FFL to top of lowest point of rim (unless specified otherwise) and have 150mm tiles above the rim, below the mirror, to provide a splashback.

Mirror and Shaver Socket

- A tall mirror (850mm minimum) to be provided above the splashback above the basin (150mm tiles above the rim of the basin) to enable a person seated or standing to use the mirror.
- Mirror/Shaver lights to have a long pull cord within easy reach e.g. 900mm from FFL.
- Shaver sockets easy to access e.g. out of corner and 900-1000mm from FFL.

Rails, Fixtures and Fittings

- Rails (to be fitted, unless specified otherwise by the Occupational Therapist)

Bathroom Door

- **A horizontal 600mm rail** to be fitted on the back of the door, approx. 800mm from FFL to enable a wheelchair user to pull the outward opening door shut behind them.

Toilet

- **Drop down rail on outside of the WC**, 700mm from FFL and 350mm from centre of WC (unless a user has been identified) e.g. HEWI's DUO hinged support rail Duo.
If boxing-in is provided behind WC pan it must be strengthened and extended to the side of WC to accommodate the drop-down rail.
- **A horizontal 600mm grabrail** on wall alongside toilet, approximately 700mm from FFL.

Shower

- **1 x 'L' shaped combined shower riser bar and grabrail** e.g. HEWI should be provided to sit alongside and under the shower controls. Care should be taken to ensure that it is 'handed' on the correct side for the individual shower area.
These are less institutional both in appearance but also reduce the need for both vertical and horizontal grabrails in addition to the shower slider bar.
Please refer to drawing and details above for positioning of combined shower riser/grabrail and/or riser rail and shower controls.
N.B. If a combined L shaped rail cannot be provided, the shower slider bar must be a minimum 1000mm long, positioned 1000mm from FFL and 600mm from corner. 2 additional grabrails will also be required to prevent a person pulling on the slider bar (1 x 600mm vertical grabrail on the outside of shower riser/slider bar - 800mm from FFL and 1100mm from corner, 1 x 600mm rail under the shower controls - 700mm from FFL)
- **1 x 600mm grabrail fitted vertically** to outside of shower area on the same wall as the shower seat – 800mm from FFL and approx. 1100mm from corner.

Examples of less institutional grabrail rails are;

- HEWI Support Rails (as above)
- AKW Ltd <https://www.akw-ltd.co.uk/>
- N&C Phlexicare Nova Steel
<http://www.ncphlexicare.com/uploads/d5aba5a23ead5a3fce0d79be6e8593cf.pdf>

N.B. With all wall mounted items, the appropriate fixings and wall strengthening to be provided as discussed above e.g. <https://catalog.hewi.com/en/hewi-fixing-type-bm10-3-BM10.3>

- Additional easily accessible towel rails/hooks and shelving assist wheelchair users who will not be able to reach and access items as easily.

Examples of these are;

N&C Phlexicare CareSystem Plus – Modular Shelves

<http://www.nichollsandclarke.com/uploads/f712e3fb2520d2d1298f913c49a600c3.pdf>

Baths

Baths must be standard length (1700mm) with recessed handles and deep enough to enable a person to use bathing equipment i.e. NOT shallow/eco type.

- If additional showers are provided over the bath, the controls should still be fitted at an accessible height with a longer riser/slider bar for a person to reach if seated over the bath.

2.16 Shower Room Layout – Plan view, Elevations and Specifications – Appendix 1

Appendix 1 provides two indicative shower room layouts of differing sizes/dimensions as per ADM (4) Category 3 Accessible Bathroom layouts.

The first enables a bath and/or shower stretcher to be fitted over the shower area in future if required without the need to move sanitaryware.

The second shows a different layout which provides optimal positioning to enable space to manoeuvre without the basin encroaching on the approach to the door etc.

Please contact the Specialist Housing Occupational Therapist for PDF's of these drawings and please do not scale off these drawings.

2.17 Kitchens

- **Adaptable** units should still provide drawings demonstrating that there is sufficient space to accommodate a fully accessible kitchen without impinging on the dining/living room, relevant furniture positioning and required circulation space.
- Doors into kitchens must not cause conflict and/or be within close proximity to appliances.
- Kitchen and principal eating area to be within the same room or connected to each other and located within the entrance storey.
- If a kitchen is open plan, where possible a 'return' should be provided to create some separation from the living room. If a full height wall is provided this can provide space for additional wall units although additional lighting should be provided.
- To provide a fully accessible kitchen e.g. 2500mm section of *continuous* adjustable height/accessible worktop (containing the shallower sink, hob and a useable section of worktop), an accessible waist-height oven and all other relevant fixtures and fittings.
- Height adjustable sections should be operated electrically as manually operated or those with fixed adjustable-height brackets do not provide the required flexibility for different users within a household and/or future occupants. Manual winders can also still be difficult to operate.
- Height adjustable worktop sections must provide the required knee recess underneath and not be restricted by boxing-in of electrics and pipework.
- Trailing wires and flexible plumbing should be boxed-in and secured appropriately e.g. behind a shallow plinth which still provides the appropriate clear height and depth to enable a wheelchair user to get their knees and feet/footplates underneath.
- The Fridge Freezer and oven/oven housing should ideally be at opposite ends of the run with worktop alongside them respectively to place items i.e. not directly alongside each other.
- The oven and hob should be in close proximity to each other.
- Side opening ovens to be hinged to open out directly onto a section of worktop alongside i.e. so that the oven door does not restrict a wheelchair user lifting hot pans across to the worktop. Ovens with slide and hide doors provide safer and easier access as they enable a wheelchair user to get right up to the oven and also assist in reaching the oven controls.
- Ovens to have telescopic runners which reduce shelves from 'dropping' when pulled out to avoid them falling into a wheelchair user's lap.
- Ovens to be 900-1000mm to underside of oven so that a wheelchair user can get underneath – the dimensions given in Category 3/ADM have proved too low and potentially unsafe. Therefore the oven housing specified must accommodate this height of oven. They come in a different models and ones which drawers below can address a lack of drawer provision.
- Oven housing to provide a robust, pull out shelf underneath the oven.
- Fridge freezers should ideally have worktop alongside to enable a person to lift items directly onto worktop and not have to place them on their lap and/or reach across.
- To provide a minimum 400mm to at least one side of the oven and fridge freezer.
- To provide a minimum 300mm to both sides of the hob to accommodate pan handles and conflict between adjustable/fixed worktop sections.
- Hobs to be electric/ceramic/induction with minimal edges or upstands to enable a person to slide pans across more easily than on metal trivets where a person may catch their sleeves/tip over pans.
- Sink taps to be 'swan neck', swivel, lever type – this enables a person to fill a kettle in the shallower sink more easily and fill pots/pans from the drainer to save lifting them in and out of the sink.
- Tiling and pipework to be provided behind and under the adjustable sections of worktop e.g. 700-1250mm and should not obstruct the required clear space underneath.
- Wall units to be as tall as possible (900mm) to accommodate additional storage and set at 350mm from standard height worktop e.g. 1260mm from FFL to underside. They should provide at least one robust pull-down basket.

- Wall units to provide task lighting underneath.
 - Tiles to have a matt finish and ideally be 'metro'/rectangular type which enables more height adjustability of wall units and provides a more contemporary look.
 - Corners to be fully utilised e.g. corner base units with pull out carousels can maximise storage.
 - To provide tonal contrast between unit doors, handles, worktop, tiling and flooring.
 - Door handles to be long, easy to grip and positioned to be within easy reach.
 - Inclusively designed ranges such as Symphony's Freedom range provide flexibility, accessibility, hide pipework under height adjustable sections etc, whilst still providing easy access for maintenance <https://www.symphony-group.co.uk/brands/freedom/>. Other manufacturers who provide accessible ranges are Howdens, Nicholls & Clarke, AKW.
- N.B. Some manufacturers of 'accessible' kitchens have oven housings where the oven is positioned too low for a wheelchair user to sit underneath or do not currently have the required pull out shelf below the oven.

Jacqueline Runnalls, Specialist Housing Occupational Therapist, Wandsworth Regeneration Team

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Please do not replicate without permission.

4th August 2020

Plan View - Shower Room Layout 1 – potential to fit bath/wall mounted shower stretcher over shower area without need to move sanitaryware

WET ROOM SPECIFICATION

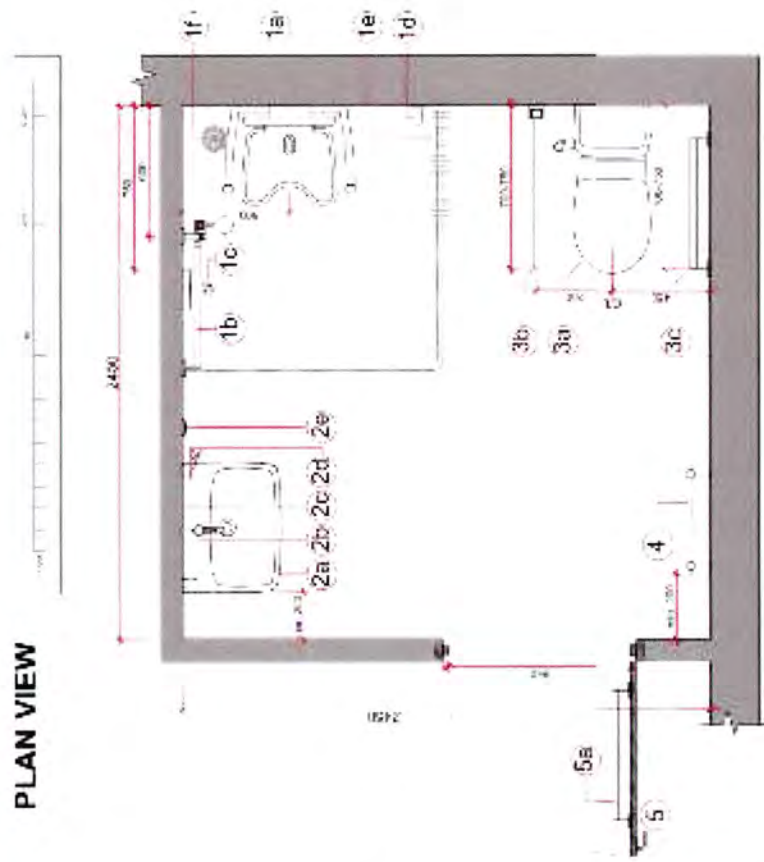
GENERAL NOTES:

- All wall studs and fixings to be strong enough to support wall-mounted shower seats, wall-mounted/semi-pedestal wash-hand basins and drop down rails and grabrails (minimum of 30mm, up to 50mm recommended).
- All pipework, stacks and drainage to be clear of the shower areas shown i.e. behind the wall and not surface mounted.
- One row of coloured lines (150x150mm) to extend around perimeter of the bathroom (to be above the rim of the basin @ approx. 825mm FFL).
- Traditional ‘Doc M’ packs are not appropriate for private dwellings. Instead, use inclusive, attractive, non-halittal products.

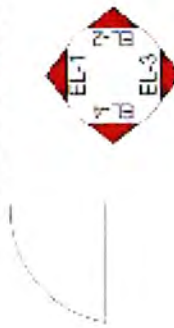
1. **Shower Area: (1200x1200mm) tray former.**
 - a. Wall mounted, folding, adjustable height shower seat with back rest, arms, and ergonomic shape e.g. HEWI (802.51.22097), to be positioned 500mm from corner to centre of seat, 450mm to top of seat (unless otherwise specified).
 - b. L-Shape (or handed as appropriate) combined shower riser bar and grabrail e.g. HEWI 1250mm x 600mm (900.30.2003) to sit alongside and under the shower controls. To be positioned 600mm from corner to C/L of vertical rail.
 - c. Thermally controlled shower mixer with lever controls positioned 750mm from corner to edge of the unit. To be positioned 100mm FFL.
 - d. Grab rail installed vertically to outside edge of shower area (to side of shower seat) 800mm from FFL e.g. HEWI (900.35.6003).
 - e. Floor length, weighted non-machine washable shower curtain to reduce clinging and water splash.
 - f. Shower gully to be positioned as far away from the door as possible to reduce water splash and close to corner (away from position of feet).
2. **Wash Basin Area:**
 - a. Wall mounted or semi-pedestal wash-hand basin e.g. Twyford’s E100 Square WHB (600mm x 600mm) to be positioned 820mm from rim to FFL.
 - b. Taps to all basins to be monobloc mixer type with a short lever that is easy to grip/operate temp markers and thermostatic valves such as M&C Pilestone Duo Click Range.
 - c. A tall mirror (850mm minimum, preferably 1000mm) positioned above the splashback tiles to enable a person seated or standing to use the mirror.
 - d. Mirror lights to have a long pull cord with easy reach e.g. 900mm from FFL.
 - e. Shower sockets easy to access e.g. out of corner and 900-1000mm from FFL.

3. **Toilet Area:**
 - a. Toilet with a soft close lid, retaining buffer, 700 x 500mm projection and 420-450mm to top of the pan (e.g. Twyford’s Avalon/5ida). To be positioned 450mm from wall to C/L of pan.
 - b. Drop down rail e.g. HEWI (900.50.1812) x 700mm from FFL and 350mm from centre of WC.
 - c. Grab rail e.g. HEWI (900.36.0003) alongside toilet to be positioned horizontally 700mm from FFL and 700-750mm projection to align with crop down rail.
4. **LST towel radiator rail, positioned with lowest bar 800mm from FFL.**
5. **Outward opening door (COW 850mm) with handle.**
6. Grab rail e.g. Hew (900.36.0003a) positioned horizontally at 800mm from FFL.

PLAN VIEW



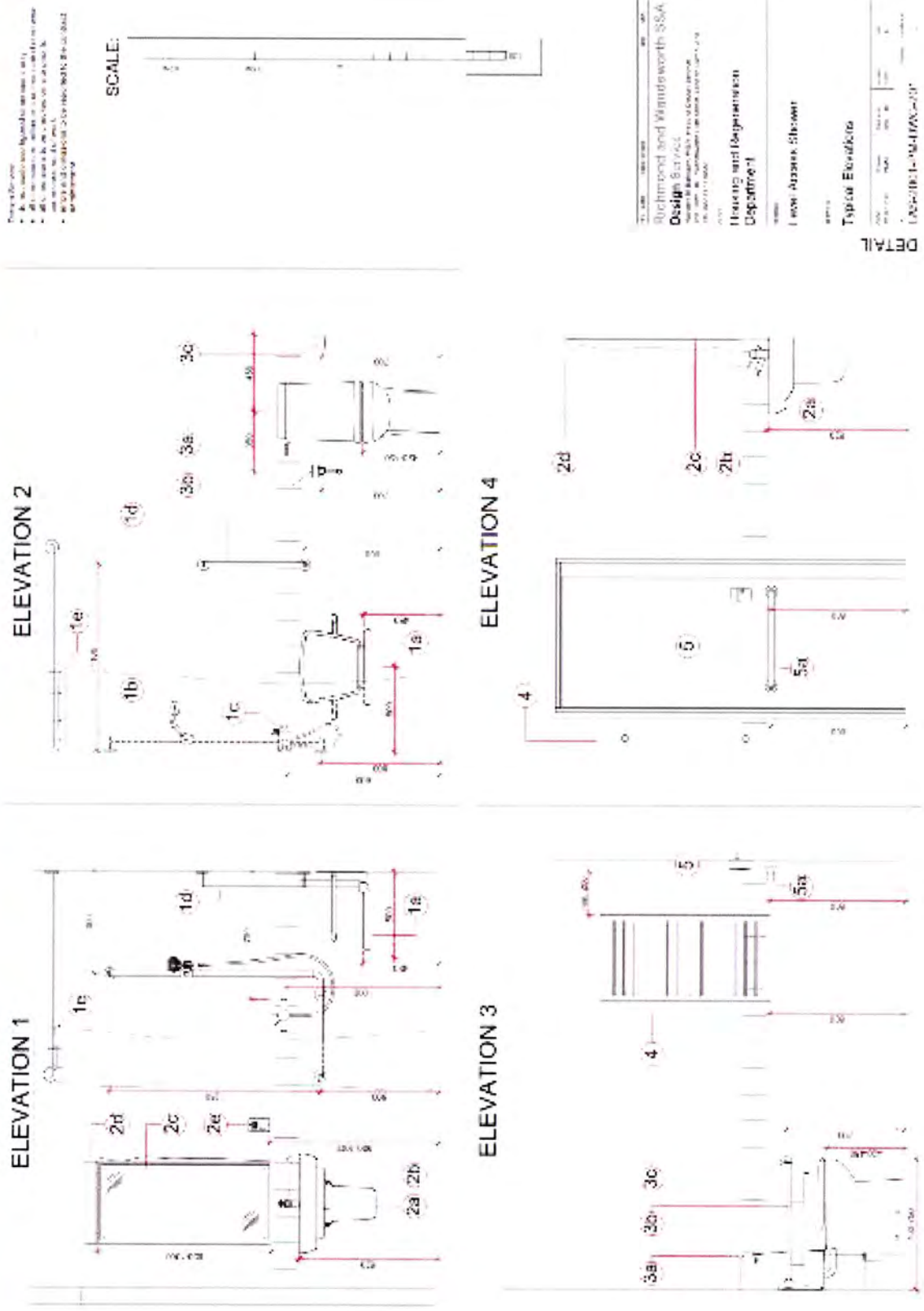
ELEVATIONS KEY



DETAIL

PROJECT	Richmond and Wandsworth SSA
DESIGN	Design Basics
DATE	21.12.2021
CLIENT	Housing and Regeneration Council/NAF
TYPE	Level Access Shower
SCALE	Typical Plan & Specifications
DATE	LAS 2021 PM DWG 300

Elevations - Shower Room Layout 1 – potential to fit bath/wall mounted shower stretcher over shower area without moving sanitaryware



Plan View - Shower Room Layout 2 – provides easier circulation clear of basin, WC and door opening

WET ROOM SPECIFICATION

GENERAL NOTES:

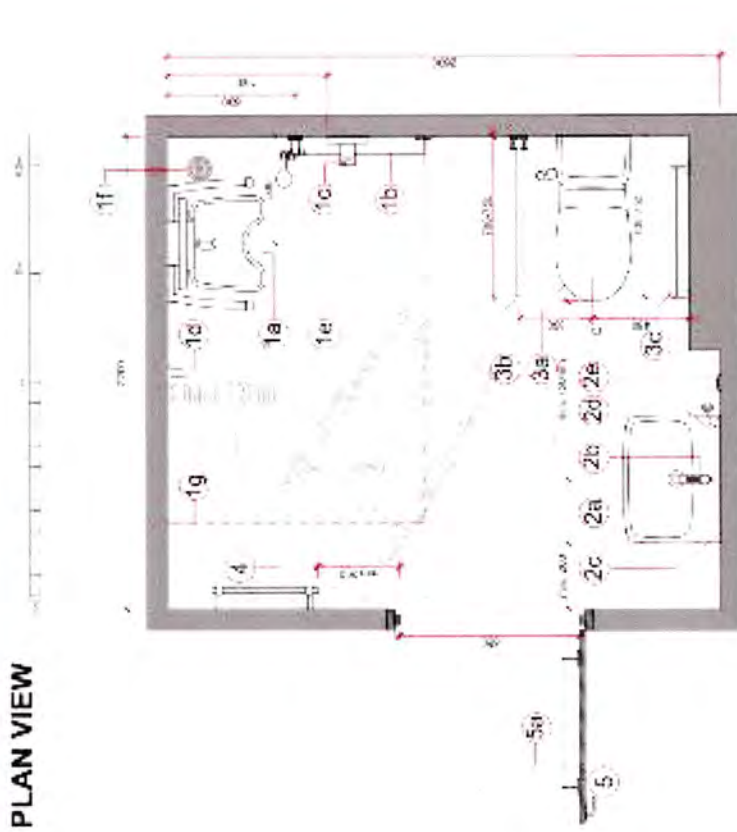
- All wall ducts and coverings to be strong enough to support wall-mounted shower seats, wall-mounted pedestal wash-hand basins and drop down rails and grabrails (minimum of 30mm up to 50mm recommended)
- All pipework, sockets and drainage to be clear of the shower areas shown e. behind the wall and not surface mounted.
- One row of concourse tiles (150x150mm) to extend around perimeter of the hammock to be above the rim of the basin @ approx. 825mm FFL.
- Traditional Doc M packs are not appropriate for private dwellings. Instead use inclusive, attractive, non-institutional products.

1. **Shower Area: (1200x1200mm) tray former.**
 - a. Wall mounted, folding, adjustable height shower seat with back rest, arms, and ergonomic shape e.g. HEWA (802.51.22067) to be positioned 500mm from corner to centre of seat, 450mm to top of seat (unless otherwise specified).
 - b. Chair-shaped (or handle as appropriate), combined shower floor bar and grabrail e.g. HEW 1250mm x 600mm (900.33.2018a) to sit alongside and under the shower controls. To be positioned 500mm from corner to C.C. of vertical rail.
 - c. The mechanically controlled shower mixer with lever controls positioned 750mm from corner to edge of the unit. To be positioned 1100mm FFL.
 - d. Grab rail attached vertically to outside edge of shower area (to side of shower seat) 600mm from FFL e.g. HEW1 (900.36.0036a).
 - e. Floor length, weighted hem, medline washbasin shower curtain to reduce clinging and water egress.
 - f. Shower gully to be positioned as far away from the door as possible to reduce water splash and close to corner (away from position of feet).
 - g. 1900mm to be kept clear for future installation of bath, specialist bath or wall mounted shower stretcher.

2. **Wash Basin Area:**
 - a. Wall mounted or semi-pedestal wash-hand basin e.g. Twyford's F-100 Square WHB (600mm x 480mm) to be positioned 620mm from rim to FFL.
 - b. Taps to all basins to be monobloc mixer type with a short lever that is easy to operate, bump, neckers and thermostatic valves such as NSC Phoenixse Duo Click Rise Op.
 - c. A tall mirror (850mm minimum, preferably 1000mm) positioned above the splashback tiles to enable a person seated or standing to see the mirror.
 - d. Mirror lights to have a long pull cord within easy reach e.g. 600mm from FFL.
 - e. Shower sockets easy to access e.g. out of corner and 900-1000mm from FFL.

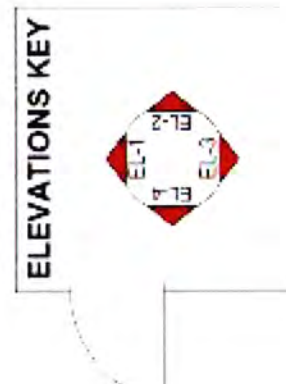
3. **Toilet Area:**
 - a. Toilet with a soft close lid, retaining buffer 700-750mm projection and 420-450mm to top of the pan e.g. Twyford's Avon-S-081. To be positioned 450mm from wall to C.C. of pan.
 - b. Drop down rail e.g. HEW1 (900.35.1603a) 700mm from FFL and 350mm from centre of WC.
 - c. Grab rail e.g. HEW1 (900.35.0038a) alongside toilet to be positioned horizontally 700mm from FFL and 700-750mm projection to align with drop down rail.
4. **LST level radiator rail** positioned min. 300mm from the door frame with lowest bar 600mm from FFL.
5. **Outward opening door (COW 950mm) with handle.**
 - a. Grab rail e.g. HEW (900.35.0038a) positioned horizontally at 900mm from FFL.

PLAN VIEW



Richmond and Wandsworth SSA
Design 30/09/2020
By: [Name], [Title]
For: [Name], [Title]
By: [Name], [Title]

Housing and Regeneration Department
Level Access Bathroom with choice of shower or shower stool
Typical Plan & Specifications
LAB 2002 PM DWG 200



Plan View - Shower Room Layout 2 – provides easier circulation clear of basin, WC and door opening

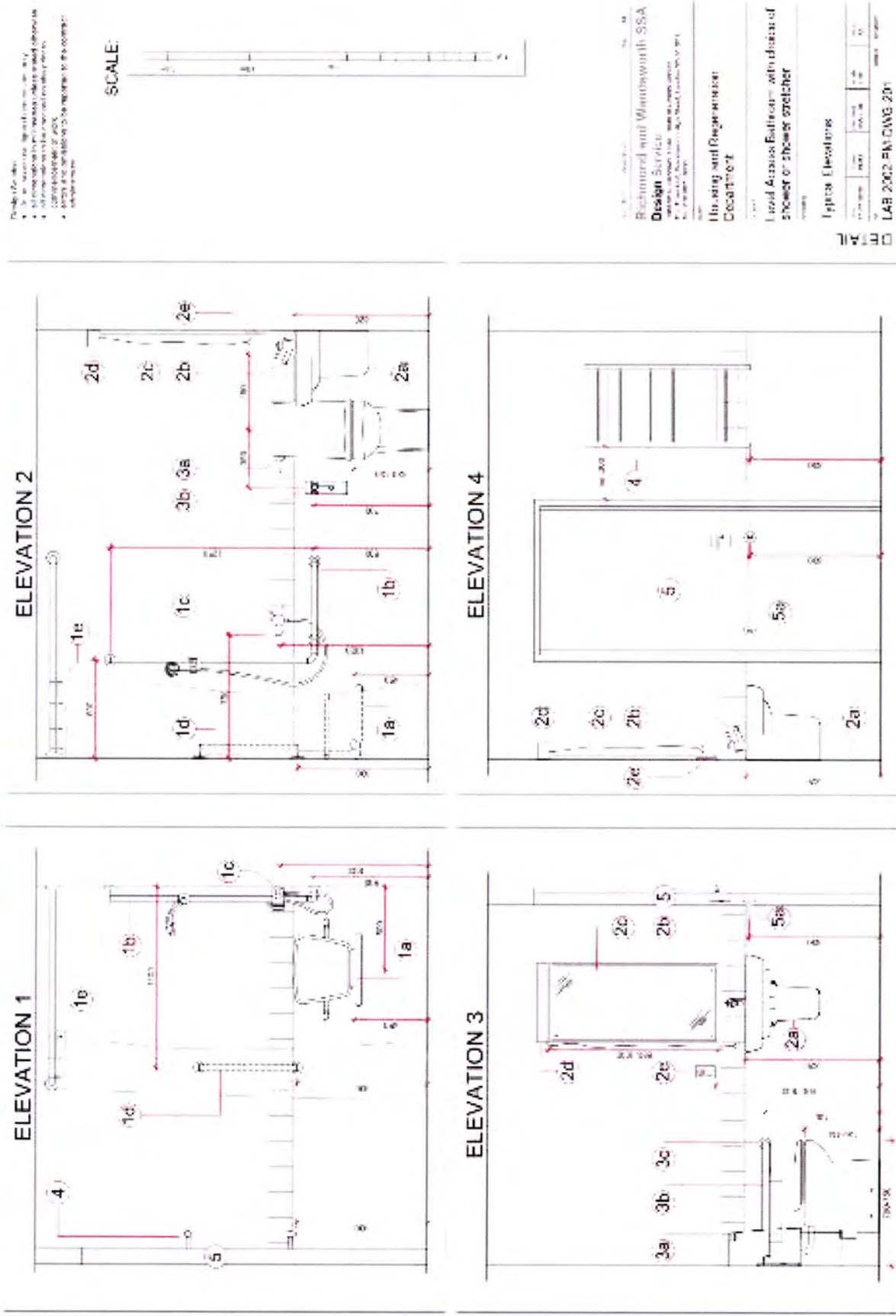


Photo Examples of Good Design

Finishes Schedule

Caretaker's Hub													
Room	Floor	Wall - mist & 2 coats of vinyl matt emulsion	Ceiling - mist & 2 coats of matt emulsion	Kitchen Units	Kitchen Wall Tile (above worktops)	Kitchen taps	Sanitaryware	Cubicle	Basin taps	WC Wall tile	Wall (non tiled areas)	Architrave/skirting/window boards	Miscellaneous
Kitchen	Vinyl - Altro contraX Slate Grey CX2006	Dulux white supermatt	White vinyl matt emulsion	Moore's Elise White gloss finish with Tip-top grey roll edge worktop. An equivalent kitchen from another manufacturer may be accepted such as Symphony or Price, provided there is good availability of replacement parts. 1000mm sink base unit 300mm base unit 1000mm wall unit 600mm fridge space 40mm roll edge worktop 600mm stainless steel sink with drainer (eg. BLANCO TIPO 45 S Mini) 510mm Butler-style fireclay sink also to be provided with hot/cold taps for floor cleaning etc.	Gloss white 'bumpy' 25x20 tile Portrait bond. Grout white- 3 courses above worktop	Bristan Level High Neck Pillar taps VAL HNK C CD					Paint - 2 coats of vinyl matt emulsion- white	Vinyl Skirting	Heatrae Sadia UTC99 vented water heater to be installed to serve basins. Dimplex Unidaire UPX 2000tl panel heater with timer to be installed to kitchen area. Both to be run from landlord's supply.
WC	Vinyl - Altro contraX Slate Grey CX2006	Dulux white supermatt	White vinyl matt emulsion				Armitage Shanks or similar vitreous china quality in white. WC to be provided in separate cubicle. Cistern should not be concealed.	Cubicle to be provided to WC area to suit design. Venesta Unity Range, Performance Option MFC. Also provide toilet roll holder and hand towel dispenser to accommodate standard C/Z fold paper towels.	Bristan Lever Value Lever Basin Taps VAL 1/2 C CD	Gloss white 'bumpy' 25x20 tile Portrait bond- 2 courses above sink. Grout white	Paint - 2 coats of vinyl matt emulsion- white	Vinyl Skirting	

Notes: Alternative proposals for all items will be considered subject to samples/sufficient information being provided to the Client in advance.

Finishes Schedule

Flats - RENT

Room	Floor	Wall - mist & 2 coats of vinyl matt emulsion	Ceiling - mist & 2 coats of matt emulsion	Kitchen Units	Kitchen Wall Tile (above worktops)	Kitchen taps	Sanitaryware	Bath/basin taps	Shower (over bath)	Bathroom Wall tile (full height around shower/bath and splashback above basin)	Bathroom Wall (non tiled areas)	Internal doors	Ironmongery	Architrave/skirting/window boards	Miscellaneous
Kitchen	Ultragrip Blacktex XL Texas Oak 106L or similar approved	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion	Moore's Elise White gloss finish with Tippo grey roll edge worktop and upstand. An equivalent kitchen from another manufacturer may be accepted such as Symphony or Howdens, provided there is good availability of replacement parts.	Gloss white 'bumpy' 25x20 tile Portrait bond. Grout white	Bristan DESIGN UTILITY LEVER Easyfit Sink Mixer PRODUCT CODE: DUL SNK EF C TO						VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood.	Tiling behind oven area to underside of wall units.
Bathroom	Ultragrip Blacktex XL Texas Oak 106L or similar approved	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion				Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Bristan Blitz bath/shower mixer PRODUCT CODE: BTZ BSM C and Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C	See bath taps	Bumpy white gloss Tiles size 250 x 200 portrait. Grout white.	Paint - 2 coats of vinyl matt emulsion in SNOWMAN or similar off-white.	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. MDF window board. All white satinwood	Shower curtain rail and plain white curtain. Provide 600x400mm above sink.
Lounge	Apollo Plus range 100% Excellon PP Cinder Grey or similar approved	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Bedrooms	Apollo Plus range 100% Excellon PP Cinder Grey or similar approved	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Hall/Store	Apollo Plus range 100% Excellon PP Cinder Grey or similar approved	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Entrance mat	Heckmondwike Hippocord Battleship slate or similar approved														Ground floor only off street

Finishes Schedule																	
Flats - SHARED Ownership																	
Room	Floor	Wall - mist & 2 coats of vinyl matt emulsion	Ceiling - plasterboard white matt emulsion	Kitchen Units	Kitchen Worktop	Kitchen wall Tile	Kitchen taps	Sanitaryware	Bath/basin taps	Shower (if applicable)	Bathroom wall tile (full height around shower/bath and splashback above basin)	Bathroom Wall (non tiled areas)	Internal doors	Ironmongery	Architrave/skirting/window boogie	Miscellaneous	
Kitchen	Laminate wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. OR Porcelanosa tiles, finish to be decided on an individual project basis.	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion	All carcasses shall be a complementary colour to the unit doors, including blended end panels, plinths and infill panels. Preferred suppliers and ranges: Symphony New York Gloss - Cashmere, White and Ivory. Woodbury - White, Cashmere, Platinum and Ivory. Flaza - Cashmere, Mussel, Stone and Porcelain. Moore's Minoco - White, Ivory and Warm grey. Luna - Gloss Breeze, Gloss White and Gloss light grey. Zurich - Gloss Breeze, Gloss White and Gloss Ivory. Eba - White, Mussel, Breeze and Warm grey. Howdens Greenwich Gloss - Stone, Cashmere, Dove grey and White. Roundel Cro - White, Mussel, Alabaster, Kashmir, Dove Grey, Stone Grey Gloss, White Gloss, Alabaster Gloss.	Preferred worktop colour choices are as follows: Symphony Natural Ash, Dark Ash, Oak Block, Woodstone, Volcanic Ash, Cinnamon, Marble Veneto Moore's Terrazzo White, Tipso White, Natural Timber Block, Tipso Grey, Classic Wenge, Lined Wenge Howdens Quartzstone White Smooth, Quartzstone Grey Smooth, Oak Block, Walnut Block, Grey Oak Block, Grey Oak Effect, Dark Granite, Walnut Block Roundel Limestone, Glacier Cream, Light Walnut Brown, Stucco Grey Worktops shall be 40mm square edged laminate worktops and shall be sealed as necessary between worktop and wall with a suitably coloured sealant.	100mm upstand to match worktop. No tiling. Stainless steel splashback behind hob	Bristan CHERRY Easyfit Sink Mixer PRODUCT CODE: CHR EFSMK CTD		Basin- BLITZ Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C Bath- BLITZ Bath Taps PRODUCT CODE: BTZ 3/4 C	ARTISAN Thermostatic Exposed Bar Shower with Adjustable Riser Kit, Single Function Handset and Fast Fit Connections		Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls around baths and showers. Wall tiling shall extend to approximately 1050mm or to window sill height if applicable on walls behind basin and WC. Feature tile shall be incorporated into the design, location of feature tile shall be agreed with the Employer prior to tiling. Tile trim shall be in chrome or corresponding colour to match tiles and thickness to match tiles. All silicone sealant to wall tiles/sanitary ware shall be white unless otherwise agreed with the Employer.	Dulux diamond matt in SNOWMAN	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Moore's Kitchen with induction hob, single oven, recirculation fan, tall fridge/ freezer all integrated. Condensing washing/ dryer machine to be fitted in hallway cupboards where feasible, otherwise also integrated into kitchen. Under cupboard lighting. Developer to inform Client of manufacturer of white goods- must have min 12 month warranty. Aluminium plinth vent with minimum area 200cm squared shall be fitted below the freezer unless otherwise stated by the manufacturer's installation instructions. Under cupboard strip slimline LED strip lighting with wiring fitted inside and not visible from the outside or on top of the wall units USB charger outlets- to all habitable rooms - Minimum 1 no. double socket with USB charger outlets
Bathroom	Laminate wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. OR Porcelanosa Madagascar Blanco 443 x 443	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion					Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Basin- BLITZ Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C Bath- BLITZ Bath Taps PRODUCT CODE: BTZ 3/4 C	ARTISAN Thermostatic Exposed Bar Shower with Adjustable Riser Kit, Single Function Handset and Fast Fit Connections	Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls around baths and showers. Wall tiling shall extend to approximately 1050mm or to window sill height if applicable on walls behind basin and WC. Feature tile shall be incorporated into the design, location of feature tile shall be agreed with the Employer prior to tiling. Tile trim shall be in chrome or corresponding colour to match tiles and thickness to match tiles. All silicone sealant to wall tiles/sanitary ware shall be white unless otherwise agreed with the Employer.	Dulux diamond matt in SNOWMAN	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. MDF window board. All white satinwood	Min 900mm hinged shower screen ref " Old London" LDE01 or similar to be fitted over bath. 600x400mm mirror above sink Bathroom layouts shall allow space for toilet, wall hung wash basin with vanity unit and bath with thermostatic shower over. Minimalistic effect shall be achieved by fitting wall hung toilet (with concealed slim line cistern and pipework) with soft close toilet seat and wall hung wash basin with half pedestal or semi-recessed basin. Cistern and pipework shall be accessible behind removable boxing housing to be in plastic or marine ply, fixed with screws and easily removable. All walls and ceilings behind sanitary ware shall be tiled to window sill height Bath - Minimum dimensions of bath shall be 1700mm x 700mm and shall be min. 370mm deep. The Contractor shall ensure that the dwelling complies with water efficiency requirements of current Building Regulations. Baths shall be filled with water and weighted down prior to final fixing and tiling, to ensure any later movement is prevented. Bath Panel - Reinforced, straight, smooth (no patterns), white plastic bath panel with concealed fixings shall be fitted, the Contractor shall provide a sample panel for approval prior to ordering. The bath panel shall be sized correctly for the bath fitted, panels must not be cut down to fit unless specified by manufacturer. Wash Basins - Size of wash basin shall be appropriate for the room and layout. Size of wash basins shall be agreed with the Employer prior to ordering. Vanity Unit - White or cashmere gloss vanity unit with one or two drawers, shall be fitted below the basin in the bathroom and ensuite. Sample to be agreed prior to ordering. WC - Wall hung toilets shall be supplied with slim cistern fitted and boxed and tiled into a feature wall with a shelving unit Shaver socket to be provided.	
Lounge	Laminate wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. If lounge is separate, carpet to be the same as bedrooms.	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion										VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	USB charger outlets- to all habitable rooms - Minimum 1 no. double socket with USB charger outlets	
Ensuite	Laminate wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. OR Porcelanosa Madagascar Blanco 443 x 443	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion					Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Basin- BLITZ Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C	ARTISAN Thermostatic Exposed Bar Shower with Adjustable Riser Kit, Single Function Handset and Fast Fit Connections	Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls in the shower enclosure Wall tiling shall extend to approximately 1050mm or to window sill height if applicable on walls behind WC and basin. Feature tile shall be incorporated into the design, location of feature tile shall be agreed with the Employer prior to tiling.	Dulux diamond matt in SNOWMAN	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood		
Bedrooms	Apollo Plus range 100% Excellon PP Smoke Stack	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion										VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	USB charger outlets- to all habitable rooms - Minimum 1 no. double socket with USB charger outlets	
Hall/Store	Apollo Plus range 100% Excellon PP Smoke Stack OR matching wood plank effect vinyl where the cupboard contain a washing machine.	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion										VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood		
Entrance mat	Heckmondwike Hippocord Battleship date																Ground floor flats only off street entrance

Finishes Schedule

Communal Area									
Area	Floor	Wall - mist & 2 coats of matt emulsion	Ceiling- mist & 2 coats of matt emulsion	External Door	Internal door	Architrave/skirting/window boards	Balustrade	Corner guards	Miscellaneous
Ground floor - Entrance Corridor & lobby to cycle/bin store & stairs	Forbo Novilon Viva Fusion 6542/65422/65423 oscuro	Dulux white supermatt	White vinyl matt emulsion	SBD compliant robust aluminium electronic access door eg AluK Ltd GT55TB.	Ash Veneer unless entire block is rented, then doors to be white painted. Min FD30 with intumescent strips, smoke seals and door closers as required.	Skirting mdf 19x144 pencil round. All white satinwood.		All exposed corners- Colour white	
Corridor Upper floors (all blocks)	Forbo Novilon Viva Fusion 6542/65422/65423 oscuro	Dulux white supermatt	White vinyl matt emulsion		Ash Veneer unless entire block is rented, then doors to be white painted. Min FD30 with intumescent strips, smoke seals and door closers as required.	Skirting mdf 19x144 pencil round. All white satinwood.		All exposed corners- Colour white	Window restrictors at ends of corridors
Entrance Mat	Heckondwike Hippo Battleship - Slate								
Stairs	Forbo Novilon Viva Fusion 6542/65422/65423 oscuro to rise and tread. Nosings must be installed using gripfill, countersunk and screws	Dulux white supermatt	White vinyl matt emulsion		Ash Veneer. Min FD30 with intumescent strips, smoke seals and door closers as required.	Skirting mdf 19x144 pencil round. All white satinwood.	Metal railings PCC RAL7015 & handrail with Black thermo-plastic capping.	All exposed corners- Colour white	
Bin store	Polyurethane/resin Floor Paint - light grey	Dulux white supermatt	insulated soffit	Steel louvre - RAL 7016	Ash Veneer. Min FD30 with intumescent strips, smoke seals and door closers as required.	Skirting mdf 19x144 pencil round. All white satinwood.		All exposed corners- Colour white	Timber bump rails
Cycle store	Polyurethane/resin Floor Paint - light grey	Dulux white supermatt	White vinyl matt emulsion	SBD compliant robust aluminium door eg AluK Ltd GT55TB.	Ash Veneer. Min FD30 with intumescent strips, smoke seals and door closers as required.	Skirting mdf 19x144 pencil round. All white satinwood.		All exposed corners- Colour white	Cycle racks/hoops
Gas meter room	Polyurethane Floor Paint - light grey	Dulux white supermatt	insulated soffit	Steel louvre - RAL 7016	Ash Veneer. Min FD30 with intumescent strips, smoke seals and door closers as required.				
Water tank room	Polyurethane Floor Paint - light grey	Dulux white supermatt			Ash Veneer. Min FD30 with intumescent strips, smoke seals and door closers as required.				
Lift	Vinyl - Dallas black rubber								Contractor to propose lift installation for Client's approval
M&E Riser cupboards	N/A				Ash Veneer unless entire block is rented, then doors to be white painted. Min FD30 with intumescent strips, smoke seals and door closers as required.				
External Entrance Area									Secure Letter Box bank. ColourRAL 7015. Visitor sheffield cycle hoop (London Plan) compliant.

Notes: Alternative proposals for all items will be considered subject to samples/sufficient information being provided to the Client.

Finishes Schedule

Houses - RENT

Room	Floor	Wall - mist & 2 coats of vinyl matt emulsion	Ceiling	Kitchen Units	Kitchen Tile (above worktops)	Kitchen taps	Sanitaryware	Bath/basin taps	Shower (if applicable)	Bathroom Wall tile (full height around shower/bath and splashback above basin)	Bathroom Wall (non tiled areas) & ceiling	Internal door	Ironmongery	Architrave/skirting/window boards	Miscellaneous
Kitchen	Ultragrip Blacktex XL Texas Oak 106L	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion	Moore's Elise White gloss finish with Tip-top grey roll edge worktop and upstand. An equivalent kitchen from another manufacturer may be accepted such as Symphony or Howdens, provided there is good availability of replacement parts.	Gloss white 'bumpy' 25x20 tile Portrait bond. Grout white	Bristan DESIGN UTILITY LEVER Easyfit Sink Mixer PRODUCT CODE: DUL SNK EF C TO or similar approved.						VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Tiling behind oven area to underside of wall units.
Cloakroom	Ultragrip Blacktex XL Valley Oak 967M		White vinyl matt emulsion				Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C		Splash Back. Bumpy white gloss Tiles 250 x200 portrait. Grout white	paint - 2 coats of vinyl matt emulsion.	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Main Bathroom	Ultragrip Blacktex XL Valley Oak 967M		White vinyl matt emulsion				Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Bristan Blitz bath/shower mixer PRODUCT CODE: BTZ BSM C and Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C	See bath taps	Bumpy white gloss Tiles size 250 x200 portrait. Grout white	paint - 2 coats of vinyl matt emulsion.	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Vinyl skirting. Architrave white gloss	Shower curtain rail and plain white curtain. Integrated shaver point & light.
Ensuite	Ultragrip Blacktex XL Valley Oak 967M		White vinyl matt emulsion				Armitage Shanks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed, easy access to pipework must be provided by way of a removal panel.	Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS C		Bumpy white gloss Tiles size 250 x200 portrait. Grout white	paint - 2 coats of vinyl matt emulsion.	VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Shower door.
Lounge	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Bedrooms	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	
Hall/Cupboard	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion									VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlisle brass ZIN3117-PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Loft hatch in 2 bed and larger
Stairs	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion											White satinwood	
Entrance mat	Hippocord Battleship slate														Full width and full door opening

Notes: Alternative proposals for all items will be considered subject to samples/sufficient information being provided to the Client.

Room	Floor	Wall - mix & 2 coats of vinyl matt emulsion	Ceiling - white matt emulsion	Kitchen Unit	Kitchen worktop	Kitchen Tile	Kitchen taps	Sanitaryware	Bath/Basin taps	Shower (if applicable)	Bathroom Wall tile (full height around shower/bath and splash/backs above basin)	Bathroom Wall (non tiled areas)	Internal door	Ironmongery	Architrave/skirting/window boards	Miscellaneous	
Kitchen	Laminated wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. OR Porcelanosa tiles, finish to be decided on an individual project basis.	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion	All carcasses shall be a complimentary colour to the unit doors, including blended end panels, plinths and upli panels. Preferred suppliers and ranges: Topline: New York Glass - Cashmere, White and Ivory Woodbury - White, Cashmere, Platinum and Ivory Pisa - Cashmere, Mussel, Stone and Porcelain. Moore: Miroco - White, Ivory and Warm grey Luna - Glass Breeze, Glass White and Glass light grey Zurich - Glass Breeze, Glass White and Glass Ivory Elsa - White, Mussel, Breeze and Warm grey Howdens: Greenwich Glass - Stone, Cashmere, Dove grey and White. Roundel: Ciro - White, Mussel, Abaster, Kashmir, Dove Grey, Stone Grey Glass, White Glass, Abaster Glass.	Preferred worktop colour choices are as follows: Topline Natural Ash, Dark Ash, Oak Block, Woodstone, Volcanic Ash, Cinnamon, Marble Veneto Moore: Terrazzo White, Tipso White, Natural Timber Block, Tipso Grey, Classic Wenge, Lined Wenge Howdens: Quartzstone White Smooth, Quartzstone Grey Smooth, Oak Block, Walnut Block, Grey Oak Block, Grey Oak Effect, Dark Granite, Walnut Block Roundel: Limestone, Glacier Cream, Light Walnut Brown, Stucco Grey Worktops shall be 40mm square edged laminate worktops and shall be sealed as necessary between worktop and wall with a suitably coloured sealant.	100mm upstand to match worktop. Stainless steel splashback behind hob	Bristan CHERRY Easyfit Sink Mixer PRODUCT CODE: CH1 FRANK C TO or similar approved							VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Moore's Kitchen with induction hob, single oven, recirculation fan, tall fridge/ freezer all integrated. Condensing washing/ dryer machine to be fitted in hallway cupboards where feasible, otherwise also integrated into kitchen. Under cupboard lighting. Developer to inform Client of manufacturer of white goods- must have min 12 month warranty. Aluminium plinth vent with minimum area 200cm squared shall be fitted below the freezer unless otherwise stated by the manufacturer's installation instructions. Under cupboard strip slimline LED strip lighting with wiring fitted inside and not visible from the outside or on top of the wall units USB charger outlets - to all habitable rooms - Minimum 1 no. double socket with USB charger outlets
cloakroom	Laminated wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar OR Porcelanosa Madagascar Blanco 443 x 443	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion					Armitage Sharks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed easy access to pipework must be provided by way of a removal panel.	Basin- BUTZ Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS		Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls in the shower enclosure. Wall tiling shall extend to approximately 1050mm or to window cill height if applicable on walls behind WC and basin. Feature tile shall be incorporated into the design. location of feature tile shall be agreed with the Employer prior to tiling.	Dulux diamond matt in SNOWMAN	VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	400x600 mirror above sink	
Bathroom	Laminated wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar OR Porcelanosa Madagascar Blanco 443 x 443	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion					Thermostatic Exposed Rise Shower with Adjustable Rise Kit, Single Function Handset and Fast Fit Connections		ARTISAN	Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls around baths and showers. Wall tiling shall extend to approximately 1050mm or to window cill height if applicable on walls behind basin and WC. Feature tile shall be incorporated into the design. location of feature tile shall be agreed with the Employer prior to tiling. Tile trim shall be in chrome or corresponding colour to match tiles and thickness to match tiles. All silicone sealant to wall tiles/sanitary ware shall be white unless otherwise agreed with the Employer.	Dulux diamond matt in SNOWMAN	VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	Min 900mm hinged shower screen ref " Old London" LD003 or similar to be fitted over bath. 600x400mm mirror above sink Bathroom layouts shall allow space for toilet, wall hung wash basin with vanity unit and bath with thermostatic shower over. Minimalistic effect shall be achieved by fitting wall hung toilet (with concealed slim line cistern and pipework) with soft close toilet seat and wall hung wash basin with half pedestal or semi-recessed basin. Cistern and pipework shall be accessible behind removable boxing: boxing to be in plastic or marine ply, fixed with screws and easily removable. All walls and boxings behind sanitary ware shall be tiled to window cill height Bath - Minimum dimensions of bath shall be 1700mm x 700mm and shall be min. 370mm deep. The Contractor shall ensure that the dwelling complies with water efficiency requirements of current Building Regulations. Baths shall be filled with water and weighted down prior to final fixing and tiling, to ensure any later movement is prevented. Bath Panel - Reinforced, straight, smooth (no pattern), white plastic bath panel with concealed fixings shall be fitted. The Contractor shall provide a sample panel for approval prior to ordering. The bath panel shall be sized correctly for the bath fitted; panels must not be cut down to fit unless specified by manufacturer. Wash Basins - Size of wash basin shall be appropriate for the room and layout. Size of wash basins shall be agreed with the Employer prior to ordering. Vanity Unit - White or cashmere gloss vanity unit with one or two drawers, shall be fitted below the basin in the bathroom and en-suite. Sample to be agreed prior to ordering. WC - Wall hung toilets shall be supplied with slim cistern fitted and boxed and tiled into a feature wall with a shelving unit Shaver socket to be provided.	
Ensuite	Laminated wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar OR Porcelanosa Madagascar Blanco 443 x 443		White vinyl matt emulsion					Armitage Sharks or similar in white. Other sanitary fittings to be vitreous china quality. If WC cistern is concealed easy access to pipework must be provided by way of a removal panel.	Basin- BUTZ Basin Mixer with Clicker Waste PRODUCT CODE: BTZ BAS	ARTISAN	Porcelanosa Madagascar Blanco- 333 x 592 - laid horizontal Wall tiling shall extend to full height on all walls in the shower enclosure. Wall tiling shall extend to approximately 1050mm or to window cill height if applicable on walls behind WC and basin. Feature tile shall be incorporated into the design. location of feature tile shall be agreed with the Employer prior to tiling.	Dulux diamond matt in SNOWMAN	VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood	600x400mm mirror to be provided above sink.	
Lounge	Laminated wood plank effect vinyl flooring in the kitchen, lounge, dining room and hall eg Karndean or similar. If lounge is separate, carpet to be the same as bedrooms.	Dulux diamond matt in SNOWMAN	WHITE										VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood		
Bedrooms	Apollo Plus range 100% Exclon PP Smoke Stack	Dulux diamond matt in SNOWMAN	WHITE										VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood		
Hall/Cupboards	Apollo Plus range 100% Exclon PP Smoke Stack OR matching wood plank effect vinyl where the cupboard contains a washing machine.	Dulux diamond matt in SNOWMAN	WHITE										VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	Handles to be Carlsbe brass ZN3117 PC or similar approved in polished chrome or brushed satin. All ironmongery to be to current British Standards and with suitable fire resistance	Skirting mdf 19x144 pencil round. All white satinwood		
Stairs	Apollo Plus range 100% Exclon PP Smoke Stack	Dulux diamond matt in SNOWMAN	WHITE										VICAMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.		White satinwood		
Entrance mat	Hopwood Battleship slate															Full width and full door opening	

Notes:
Where there is an open plan kitchen/lounge, the junction of the two types of flooring will be securely fixed with no visible fixing bar.
Notes: Alternative proposals for all items will be considered subject to samples/sufficient information being provided to the Client.

Finishes Schedule

Flats/Houses - WHEELCHAIR

Room	Floor	Wall - mist & 2 coats of vinyl matt emulsion	Ceiling - plasterboard white vinyl matt emulsion	Kitchen Unit	Kitchen Tile	Kitchen taps	Sanitaryware	Bathroom wall tile - fully tiled	Shower	Internal door	Ironmongery	architrave/skirting/window boards	Miscellaneous
Kitchen	Ultragrip Blacktex XL Texas Oak 106L	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion	Moore's Elise White gloss finish with Tipso grey worktop OR fully adjustable kitchen worktop. See 'misc' for details.	Gloss white 'bumpy' 25x20 tile Portrait bond. Grout White. Tiles from worktop to underside of cupboard OR for adjustable worktops, tile from underside of cupboards down to skirting where the worktop will be moved.	Bristan DESIGN UTILITY LEVER Easyfit Sink Mixer PRODUCT CODE: DUL SNK EF C TO or similar approved.				VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	Symphony 'Freedom' Adjustable Kitchen - Hob and sink. Integrated hob, Oven. Space below units for for fridge, freezer, washer/dryer.
Bath/shower room	Altro ContraX Light grey CX2004	Fully tiled	White vinyl matt emulsion				Full Doc M compliant bathroom eg. Armitage Shanks Doc M Contour 21+ Close Coupled Left or Right Hand Packs in white	Bumpy white gloss Tiles size250 x200 Portrait bond. Grout White		VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Altro ContraX coved skirting	Fully tiled. Walk-in shower. Shower curtain weighted. Separate mirror, mirror light and shaver point. Any handrails, fold down seat.
Lounge	Ultragrip Blacktex XL Texas Oak 106L	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	
Hall/cupboard	Ultragrip Blacktex XL Texas Oak 106L	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	
Bedroom (ground floor)	Ultragrip Blacktex XL Texas Oak 106L	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	
Stairs in houses	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.		Skirting mdf 19x144 pencil round. All white satinwood	
Bedrooms 1st flr	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	
Store 1st floor	Apollo Plus range 100% Excellon PP Cinder Grey	Dulux diamond matt in SNOWMAN	White vinyl matt emulsion							VICAIMA or similar approved. All doors to be 44mm thick and colour agreed at samples meeting. Painted white solid core moulded doors in softwood frames, fire resisting with intumescent strips, smoke seals etc. as required in fire strategy.	S.A.A. heavy-duty type-submit proposals to Client	Skirting mdf 19x144 pencil round. All white satinwood	
Entrance mat	N/A												

Notes: Alternative proposals for all items will be considered subject to samples/sufficient information being provided to the Client.

Upgrades may be required for Shared Ownership units

Confirm if wheelchair units are: -M4 (2), -M4(3)a-adaptable-M4(3)b-fully adapted under the building regs.

Check planning permission and S106 for this information. Unit layouts, fixtures and fittings must comply with Habinteg Wheelchair Housing Design Guide, Building Regulations, London Housing Design Guide, Section 106 agreement and London Plan.



Project Particulars and Employer's Requirements for Ham Close

Prepared by:

Ref:

Rev:

Date:

RECORD OF CHANGES

Full issues and page amendments are identified in the table below.

Revision	Date	Details of Change
1	21/09/2021	Changes as agree by Rob Cummins and Katy Preece of RHP and Nick Silk and Calum Kidd of Hill Residential.

CONTENTS

1.	<i>Project Details</i>	7
1.1	General	7
1.2	Description of the Works	7
1.3	Project Particulars	9
1.4	Tender and Contract Documents	11
1.5	Construction (Design & Management) Regulations 2015	11
1.6	Site Information	12
1.7	Existing Buildings On/Adjacent to The Site	13
1.8	Site Use and Site Restrictions	13
1.9	Site Visits.....	13
1.10	Provisional Sums.....	Error! Bookmark not defined.
1.11	Partnering.....	Error! Bookmark not defined.
1.12	Modern Methods of Construction	13
1.13	Key Performance Indicators	14
1.14	Marketing & Sales Information	14
1.15	Consumer Protection from Unfair Trading Regulations (CPRs) 2008	16
1.16	Bribery	17
1.17	Copyright.....	17
2.	<i>Design and Technical Details</i>	18
2.1	General	18
2.2	Planning Permission	18
2.3	Secured by Design	18

2.4	Site Investigations and Specialist Reports	19
2.5	Landfill Tax	19
2.6	Main Services Investigations and Capacity Checks	19
2.7	Asbestos Survey	19
2.8	Party Wall Act 1996.....	20
2.9	Ecological and Wildlife Assessments	20
2.10	Specialist Investigations and Reports.....	20
2.11	Rights of Light	21
2.12	Rights of Way/Easements.....	21
2.13	Approvals and Consents	21
2.14	Building Regulations.....	21
2.15	Building Guarantees/Warranties	22
2.16	Council of Mortgage Lenders (CML) Approval	23
2.17	Fire Risk Assessments	23
2.18	Collateral Warranties.....	23
2.19	Quality of Materials and Workmanship	25
2.20	Deleterious Materials.....	26
2.21	Adopted Highways	26
2.22	Non-Adopted Highways	27
2.23	Adopted Sewers.....	27
2.24	Gas, Water and Electricity Supplies	28
2.25	Telephone and Internet Provision.....	29
2.26	Cable Supplies	30
2.27	Order of Work.....	30
	3. Technical Specification.....	31
3.1	Generally	32
3.2	Substructures	32
3.3	Screed.....	33

3.4	DPC	33
3.5	Superstructure	33
3.6	Party Walls	34
3.7	Internal Walls and Partitions	34
3.8	Frames	34
3.9	Upperfloors	35
3.10	Ceiling heights	35
3.11	Roof.....	35
3.12	Joinery, Fixtures and Fittings.....	37
3.13	External Doors	40
3.14	Internal Doors	41
3.15	Miscellaneous	42
3.16	Fixtures and Fittings	42
3.17	Bathrooms and En-Suites.....	43
3.18	Airing Cupboard	43
3.19	Built-in Wardrobes.....	44
3.20	General Items (see Appendix for finishes).....	44
3.21	Finishes	44
3.22	Mechanical and Electrical Services	46
3.23	Communications Installations.....	54
3.24	Builder's Work in Connection with Services	56
3.25	External Site Works	56
3.26	External Site Structures	62
3.27	Caretaker's hub.....	64
	4. Contract Procedures	65
4.1	Tendering/Subletting/Supply	65
4.2	Provision, Content and Use of Documents.....	66
4.3	Management of The Works	69

4.4	Quality Standards/ Control	74
4.5	Health and Safety.....	81
4.6	Limitations on Method/ Sequence/ Timing.....	86
4.7	Facilities/ Temporary Work/ Services	90
4.8	Services and Facilities	92
4.9	Charges for Services.....	93
4.10	Work prior to Practical Completion and Operation of the Finished Building	93
4.11	At Practical Completion	98
	5. Schedule of Appendices	102
	Appendix 1 Not used.....	103
	Appendix 2 Project Brief.....	104
	Appendix 3: Soft Landscape Specification.....	105
	Appendix 4 Not used.....	106
	Appendix 5: Not used.....	107
	Appendix 6 Handover Requirmenets.....	108
	Appendix 7 Operation and Maintenance Manual.....	109
	Appendix 8 Health and Safety File.....	110
	Appendix 9: Generic Lift Spec	111
	Appendix 10: LBs of Richmond and Wandsworth Wheelchair Housing Site Brief	112
	Appendix 11: Finishes Schedules (all tenures).....	113
	Appendix 12: Not used.....	114

1. Project Details

1.1 General

1.1.1 This Section of the Employer's Requirements sets out the details of the project to be delivered, details of the parties involved and other general information concerning the delivery of the project.

1.1.2 All projects shall be designed and constructed to comply with the current design obligations and standards as at the time the Contract is signed and entered into, relevant to the Greater London Authority (GLA), the London Plan and Housing Supplementary Planning Guidance, current Building Regulations, British Standards, and all other relevant legislation

1.2 Description of the Works

1.2.1 The Works comprise the design and construction of 221 new affordable homes (or as otherwise determined by a planning permission and in accordance with the Affordable Housing Price Matrix contained within Appendix 17 of the Agreement for Lease and Development) together with associated hard and soft landscaping works, including all soft landscaping and maintenance as required by the Local Authority, together with all other necessary infrastructure works as described in these Employer's Requirements. Where necessary the Works will also include offsite hard and soft landscaping, and infrastructure works.

1.2.2 The Developer shall be entirely responsible for the final design and construction of all units, external works, infrastructure, open spaces, services etc. including the administration (excluding RHP legal fees) of all approvals and agreements with various parties to complete the works satisfactorily

1.2.3 The Developer is entirely responsible for all approvals and agreements including without limitation all Section Agreements in relation to highways and drainage (excluding RHP legal fees).

1.2.4 A copy of the Project Brief is enclosed at Appendix 2 of these Employer's Requirements for guidance and information purposes only.

1.2.5 The schedule of new accommodation is as to be listed as per the following example, and be fully in line with planning approved scheme:

Plot No	Postal address	Unit type	Size (sqm)	Size (sqft)	Number of bedrooms	Number of people	Tenure	No. of Units
1	To be added as soon as available							
2								
Total								

1.2.6 Additional information may be requested by the client on the above template for balconies, floor (for flats) etc, communal facilities etc.

- Measurements
- The areas for the minimum gross internal areas of the dwellings shall be measured in accordance with the RICS Code of Measuring Practice, 6th edition. In addition:
 - the internal face of perimeter walls shall mean to the finished surface (i.e. plaster to plaster)
 - skilling heights must be a minimum of 1.5m above floor level to be included in the floor area calculation. Heights less than 1.5m (except under stairs) are therefore excluded from the area provision. In addition, areas where reduced ceiling height compromises furniture layouts and functions of those rooms shall also be excluded from the area provision.
 - garages and store rooms shall be excluded but the overall size and dimensions will be required for reference purposes.
 - conservatories, sun spaces/winter gardens/balconies shall be excluded but the overall size and dimensions will be required.
 - all usable loft areas, where not used as habitable rooms, shall be excluded.

1.3 Project Particulars

- The Project: Ham Close Regeneration

Location: Ham Close, Ham, Richmond

- Client: Richmond Housing Partnership Limited & RHP Develop Ltd

Contact: Simon Cavanagh

Telephone: 07500 609 361

Email: simon.cavanagh@rhp.org.uk

- RHP Representative/Employers Agent (hereafter referred to as "EA"):

Insert full name & Registered address TBC

Contact:

Telephone:

Email:

- Developer: Hill Residential Limited

Contact: Calum Kidd

Telephone: 07568 428781

Email: calumkidd@hill.co.uk

- Principal Designer (under CDM): TBC

Insert full name & Registered address

Contact:

Telephone:

Email

- Client's Technical Representative (Clerk of Works) if different/additional to EA:

Insert full name & address if known TBC

Contact:

Telephone:

Email:

- Architect (Pre-Contract Services):

Insert full name & address TBC

Contact:

Telephone:

Email:

- Party Wall Surveyor:

Contact:

Telephone:

Email:

- Other Consultants:

Contact:

Telephone:

Email:

1.4 Tender and Contract Documents

1.4.1 The contract documents will consist of:

- The finishes schedules for units of each tenure.
- The Employers Requirements
- Agreement for Lease and Development
- Schedule of Accommodation
- Appendices to these Employers Requirements as listed below:

1.4.2 In the event of a conflict between documents, the documents shall take precedence in the following order:

- The Building Regulations and all legislative requirements.
- Manufacturer's technical requirements
- The Planning Application/Consent and Supporting Documentation.
- The requirements of statutory undertakers
- The Agreement for Lease and Development Agreement
- The Finishes Schedules.
- The Technical Requirements and Project Particulars

1.5 Construction (Design & Management) Regulations 2015

1.5.1 The Developer's attention is drawn to the Regulations and the Approved Code of Practice entitled "Managing Health and Safety in Construction" published by the Health & Safety Executive. It will be deemed that the Developer has fully considered the implication of these and any subsequent amendments made, and shall comply with all requirements of the legislation.

1.5.2 The Developer, subject to the Client being satisfied as to his competence in health and safety matters, will be appointed as the Principal Contractor and the Principle Designer and will be required to comply with the relevant parts of the Regulations.

1.5.3 Any costs attributable to CDM duties are to be included in the Contract Sum since no additional costs or charges will be accepted for failure to consider the implication of the Regulations. Any such costs included within the tender sum are to be clearly identified as such in the Contract Sum Analysis.

1.5.4 The Principal Contractor shall submit, as part of the tender submission such written evidence and method statements as are appropriate to the proposed works, to indicate to the Client what steps the Principal Contractor proposes to take to address the health and safety issues of the proposed works. Any significant additional costs shall be clearly shown.

- 1.5.5 The Principal Contractor and any Designer employed by, or appointed by the Principal Contractor, or appointed on the Principal Contractor's behalf, shall liaise with the Principal Designer and provide all information the Principal Designer reasonably requires compliance with his duties under the Regulations, as necessary.
- 1.5.6 The Principal Designer shall ensure that all Designers employed by, or appointed by the Principal Contractor, or appointed on behalf of the Principal Contractor, co-operate with each other, to comply with the Requirements placed upon them by the Regulations.
- 1.5.7 The Principal Contractor shall prepare, prior to commencing the construction phase, a Construction Phase Plan and shall allow sufficient time in his pre-start programme to do so. The pre-start programme shall also incorporate an adequate allowance for the Client to review the Principal Contractor's Construction Phase Plan to comply with his duties under the Regulations. No claim for delay or any costs attributable to shall be allowed for the Developer's failure to allow adequate time within his pre-start programme.
- 1.5.8 The Principal Contractor and any Designer employed by, appointed by the Principal Contractor, or appointed on the Principal Contractor's behalf, shall provide to the Principal Designer all relevant information to allow the Principal Designer to prepare and keep updated, a Health and Safety File. The Principal Contractor will be required to have complied sufficiently with all written requests of the Principal Designer to provide such information before the Client shall be required to issue any Practical Completion Statement relating to the Works.
- 1.5.9 The Developer will hand the completed Health & Safety File and Operations and Maintenance (O&M) manuals to the Client at Practical Completion of the project, or Partial Possession of any part of the project, whichever is relevant. The file(s) shall be updated throughout the Contract as appropriate to ensure that it is relevant to future homes. Until the Health and Safety File has been received the Client shall not be required to issue any Practical Completion Statement relating to the Works.
- 1.5.10 The Principal Contractor shall take all reasonable steps to ensure that only authorised persons are allowed into areas where construction work is being carried out.

1.6 Site Information

- 1.6.1 The areas of land to be developed are defined by the drawings referred to the legal pack which forms part of the Agreement for Lease and Development.
- 1.6.2 Responsibility for defining the site boundaries devolves to the Developer subject to confirmation by the legal team.
- 1.6.3 The Developer shall be responsible for checking and setting out the site boundaries, including all necessary attendant labour, measuring instruments etc. and shall submit two copies of a detailed drawing marked up and adequately dimensioned to define the boundaries.
- 1.6.4 Prior to starting on site, the Developer shall produce a site plan (showing the location of the site office and welfare facilities) and a detailed hoarding plan (see later).
- 1.6.5 The Developer shall also be responsible for carrying out a full description and photographic schedule of condition relating to the existing boundaries and other adjacent areas, to record their condition prior to any commencement of work on site. He must provide a copy of the schedule of condition to the EA and the Client. The Developer is required to leave the existing boundaries and other adjacent areas where no new works or upgrading is included in the Contract in no worse a condition at Practical Completion than at the commencement of the Works.

1.7 Existing Buildings On/Adjacent to The Site

1.7.1 Details of the existing buildings on and adjacent to the site are as illustrated on the drawings contained in the legal pack.

1.8 Site Use and Site Restrictions

1.8.1 The Developer shall carry out the works in such a manner as to cause the least possible inconvenience or nuisance to the occupiers of adjacent land or buildings or to the public generally and shall take all reasonable precautions in this respect.

1.8.2 The siting of temporary buildings, storage areas, spoil heaps etc. should be kept away from properties, boundaries and areas which may be considered to cause an inconvenience or nuisance to the occupier of other land or buildings in the vicinity or to the public at large.

1.8.3 The Developer shall be responsible for liaising with all adjoining residents and for establishing and advising them of a formal complaints procedure in relation to the site works. It is the strict requirement of the Client that all adjoining residents are made aware of the fact that if they have any problems or concerns over the site management or the Works that they are to raise these first with the Developer. A copy of the complaints procedure shall be submitted to the Client for approval prior to distribution by the Developer to the adjoining residents.

1.8.4 Under the Considerate Constructors Scheme, the Developer will wish to communicate regularly with local residents. The Client would like to approve all communication wording and formatting, working to a reasonable turnaround, to be agreed. All marketing materials such as (but not limited to) press releases, web copy, brochures, case studies or PR referring to the development or RHP shall be approved by the Client.

1.8.5 The Developer shall provide the Client and all adjoining residents with a contact telephone number during working hours and an out of hour's emergency telephone number.

1.8.6 The Developer is required to implement a vehicle parking policy for all site personnel and trades, recognising any access or size restrictions of the site. The policy shall minimise the vehicle parking impact on local residents, and the local environment. The Client actively encourages the Developer to establish an off-site vehicle parking facility.

1.9 Site Visits

1.9.1 The Developer shall be deemed to have inspected and examined the site, its surroundings and generally to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the Contract Sum.

1.10 Not used

1.10.1 Not used

1.11 Not used

1.12 Modern Methods of Construction

1.12.1 The Client desires that all projects shall embrace the use of Modern Methods of Construction (MMC). The type and form of MMC shall be agreed with the Client prior to the signing of the Contract.

1.13 Key Performance Indicators

1.13.1 Not used

1.14 Marketing & Sales Information

1.14.1 As RHP wishes to sell its Shared Ownership homes off-plan all marketing, sales and legal information is required at specific stages of the Construction timetable to allow marketing agencies, interior designers, Sales Agents and solicitors to prepare materials in a timely fashion.

1.14.2 The Developer will be required to assist in the preparation of accurate marketing materials, viewings etc.

1.14.3 All information to be provided in electronic and hard format to include:

- An accommodation schedule (excel spreadsheet) with gross internal area of each dwelling in square metres and feet and net sales area.
- Individual floor plans at 1:50 scale (PDF & DWG) with overall size and dimensions of each room in metric and imperial, plaster to plaster, showing furniture, fixtures and fittings. These are in addition to construction issue. Drawings should be in accordance with NHBC's 'Information to Purchasers' guidance.
- 1:50 M&E drawings by plot type (PDF)
- Plan showing flooring type demarcations (if any) by plot type in open plan kitchen/living areas (PDF).
- If appropriate, show home(s) and marketing suite layouts with dimensions and M&E (PDF & DWG)
- An indication of private garden, patio or terrace sizes and dimensions (hard copy, PDF & DWG)
- Site plan showing bin stores, communal and private gardens, other external facilities and allocated parking spaces (PDF & DWG)
- 1:50 or 1:20 Section drawings as hard and soft copy (PDF & DWG).
- 1:50 Elevation drawings with materials/treatments marked up (PDF & DWG).
- 1:50 General Arrangement plans floor by floor (PDF & DWG).
- General Arrangement plans showing roof plans, location of aerials/dishes, PVs etc (PDF & DWG)
- Overlay plan in PDF to identify any oversailing issues.
- Hard landscaping drawings showing shed locations, bin stores, extent of paving & turf, lighting (PDF & DWG)
- 1:100 Soft landscaping drawings showing existing trees, those with TPOs and tree planting proposal (PDF & DWG & photos)

- Plan to show area under estate management, including retaining structures (PDF)
 - Plan to show utility meter locations (PDF)
 - Plan to show manhole covers & gullies (PDF)
 - List and description of any 'green' features (previously CfSH requirements) (Word)
 - Layman's explanation of any technical features e.g. CAT6, Whole House Ventilation, Mechanical Ventilation, CHP, Air Source Heat Pump etc. (Word)
 - Computer Generated Images (CGIs) or other high resolution images, if available. Where CGIs are to be developed by a third party, assistance will be required from the Architect/ Developer to verify accuracy. In addition, the Client may require professional photography from a crane or drone, from different floor levels, during working hours and dusk. The Developer shall work with a specialist company to undertake this work and the Client will liaise with the Developer, working round the Developer's schedule to ideally coincide with a clear, sunny day. CGIs will be made available for distribution and use for marketing, sales or for any other purpose the Client requires.
 - Details of the Managing Agent for the scheme, if applicable
 - Names & contact details of all service companies.
 - Specification confirmation (Excel)
 - External materials schedule (Excel).
 - Material schedules for additional areas such as concierge desk, basement car park etc.
 - 1:20 Kitchen layout plans by plot type with supplier CGIs.
 - 1:20 Bathroom, en-suites and cloakroom layout plans by plot type with supplier CGIs.
 - Refuse strategy.
 - Window fenestration and window cleaning strategy.
 - Travel plan
 - Aerial & TV reception strategy.
 - Plan showing location of lamp posts and lighting.
 - Conveyancing plan
- 1.14.4 The Developer will be expected to attend one or several legal meetings (All Parties meetings) to discuss all legal documentation and conveyancing plan requirements.
- 1.14.5 All information to be provided to the Employer 6 months prior to handover to enable the legal packs for all units to be completed:
- a. Conveyance Plans

3 conveyance plans per plot. The Developer is referred to HM Land Registry leaflet 40 for guidance on the required drawings format. All plans must be properly titled, show the development name, show the scale (1:1250 or 1:500), location, North point, individual differences between similar units, including balconies, street name, plot and postal number, external works etc. All boundaries must be clearly shown. Conveyance drawings are required in A4 or A3 size and in PDF format.. RHP are to confirm acceptance of the conveyance plans at the time of drafting the plans.

- b. 1:1250 location plan showing all roads including estate roads and other clear landmarks in the vicinity of the dwellings. A3 size.
- c. Each individual plot should be outlined in red together with everything else included in the demise e.g. parking space, balconies/terraces, gardens etc. 'T' marks on boundaries should be used to denote ownership/responsibility. If the balcony or terrace is subject to a 'Right to Use' basis then this should be outlined in green. The means of identifying a Winter Garden (if any) will be discussed at the All Parties Meeting.
- d. 1no scaled plan of the development should show the dwelling demise and any demised parking space(s), outlined in red. If the parking space is allocated on a 'Right to Use' basis, then this should be outlined in blue.
- e. Additional detail such as common ways and shared access will be discussed at the All Parties Meeting.
- f. Approval documentation
- g. Copies of any Building Regulation approvals for each plot, s106 agreements, s104 Drainage Adoption and s38 Road Adoption agreements, contamination discharge or any other agreements lodged on the property title(s)
- h. Copies of approvals by the Local Authority of individual planning conditions and Reserved Matters (where necessary) and other agency approvals e.g. the Environmental Agency.
- i. Copy of Tree Preservation Orders and a map showing location of affected trees.
- j. Building warranty registration documentation.
- k. Original building warranty documents for each dwelling to be issued electronically.
- l. Accurate details of postal address for each dwelling with a copy of the Local Authority confirmation of address and marked-up plan.
- m. Preliminary Energy Assessment (PEAs) for each plot at the time of marketing. Energy Performance Certificates (EPCs) will be required prior to Completion.

1.15 Consumer Protection from Unfair Trading Regulations (CPRs) 2008

- 1.15.1 The Developer should be aware of the requirements of the CPRs and shall not make any representations, warranties or assurances or any comments to any prospective purchaser. All sales enquiries to Site shall be relayed to the Client immediately. The Developer shall therefore be liable and shall indemnify the Client for any breach of its undertakings in this matter.
- 1.15.2 Should the Developer propose any amendment to the Works, it must notify the Client in writing prior to preparation of sales materials. In addition, the Client will require the Developer

to check and verify as accurate marketing materials to include CGIs, model, floor plans, dimensions and specification.

1.16 Bribery

1.16.1 In accordance with its values, and with the law, RHP takes the issue of bribery very seriously and has a policy in place, which forbids either the acceptance or offer of bribes on behalf of RHP by anyone associated with the organisation. Anyone doing business with RHP or on RHP's behalf should be aware of this policy.

1.16.2 RHP's stance against bribery is part of an overall commitment to excellent governance and the highest standards of probity in all its areas of work.

1.17 Copyright

1.17.1 The copyright of this document lies with RHP. No use or copying of this document or part of this document shall be permitted without RHP's prior written consent. Consent to use this document for procurement is hereby given.

2. Design and Technical Details

2.1 General

- 2.1.1 The responsibility of the Developer for the design of the Works is absolute and shall not be limited by compliance with any comment by the Client or the EA in the review of the design or any inspection of the Works.
- 2.1.2 RHP generally requires full compliance with the requirements set out in this Document, however alternative finishes will be considered provided that sufficient information is provided at pre-contract stage.
- 2.1.3 The Client requires input into all aspects of design that affect the desirability of the Shared Ownership homes. This includes (but is not limited to) elevations, layouts, M&E, landscaping, parking, boundaries etc. Implementation of any amendments post-Planning Approval and / or signing of the Contract shall be agreed between Employer and Developer and subject to any statutory permissions required.
- 2.1.4 Within one month of signing the contract, the Developer will propose a schedule of regular meetings, to include: monthly (minimum) design meetings to review designs, specifications & layouts (to include but not limited to kitchens, bathrooms, M&E, private and communal gardens/terrace landscaping)
- 2.1.5 The postal strategy, postal numbering and street names must be submitted by the Developer to the Local Authority/Royal Mail six months from Start on Site, having agreed the submission with the Client.
- 2.1.6 The Developer shall be solely responsible for all matters governed by The Environment Act 1995, Environmental Protection Act 1990 and Wildlife and Countryside Act 1981 and all subsequent amendments thereto, insofar as they affect the design, construction or ultimate use and purpose of the Works, and shall indemnify the Client against any claim or proceedings whatsoever arising under these provisions.

2.2 Planning Permission

- 2.2.1 The Developer will obtain a Planning Permission (as per the terms of the Agreement for Lease and Development) and will be subject to compliance with the Conditions identified therein. The Developer will be responsible for obtaining, agreeing and finalising all matters and conditions and obtaining full planning permission including all costs associated therewith as far as it is possible for the developer to do so. Where conditions would fall to the end user (eg the makers lab) the developer will not be responsible for those conditions

2.3 Secured by Design

- 2.3.1 Where Secured by Design is not applicable, the Development must ensure full compliance with Building Regulations Approved Document Part Q.
- 2.3.2 All external doors and windows should be certified to comply with PAS 24 and all other relevant standards.

2.4 Site Investigations and Specialist Reports

- 2.4.1 The Developer is responsible for investigating the site and obtaining all necessary information to ascertain the nature of the soils, sub-strata, ground water levels and any other relevant information that may affect the building or the environmental design. The Developer will be entirely responsible for all ground and sub-structure works, including consultant and / or ground investigations fees, and due allowance should be made in the tender for this.
- 2.4.2 The Developer must, in taking account of the subsoil conditions, design his proposals to produce predictably stable foundations so that no maintenance will arise as a result of foundation movements.
- 2.4.3 The Developer is to ensure that the site is free of any contamination and undertake any investigation and subsequent de-contamination works necessary to ensure that this is the case.
- 2.4.4 After the signing of the Contract, the risks associated with the ground and substructure works including any decontamination works will become the sole responsibility of the Developer. It will also be the Developer's responsibility to satisfy any planning conditions relating to ground conditions within the agreed Contract Sum.

2.5 Landfill Tax

- 2.5.1 The Developer shall be responsible for and pay all Landfill Tax howsoever arising in connection with the Contract.
- 2.5.2 The Developer will be expected to take and employ such measures as are necessary to mitigate the effect of the Landfill Tax on the Contract. If the Developer considers that a Landfill Tax Exemption Certificate can be obtained to mitigate the effect of the Landfill Tax they shall apply for same on behalf of the Client; the Client will assist as appropriate in this application.
- 2.5.3 The Developer will be deemed to have allowed adequate time in their programme to apply and obtain the Landfill Tax Exemption Certificate in order to maximise its effect.

2.6 Main Services Investigations and Capacity Checks

- 2.6.1 the Developer shall be responsible for contacting the relevant Utility Company/Statutory Authority to locate all services and drains etc. across the site and to make full allowance in this respect in submitting his tender for any necessary diversions, connections or upgrading works on or off site.
- 2.6.2 After the signing of the Contract, the risks associated with the services and drainage works will become the sole responsibility of the Developer. The Agreement for Lease and Development takes precedence with this clause .

2.7 Asbestos Survey

- 2.7.1 The Developer shall be responsible for obtaining a Demolition or Refurbishment asbestos survey and report in accordance with the requirements of all current legislation and good practice. Provide a copy of the survey and report to the EA and the Client.

2.7.2 The Developer is to issue all notices and remove and dispose of any asbestos in accordance with Statutory Regulations, and to allow for all costs, fees and charges in this respect. The Developer shall present to the EA documentary evidence that the asbestos material was disposed of at an approved disposal site.

2.7.3 After the signing of the Contract, the risks associated with the asbestos removal works will become the sole responsibility of the selected Developer.

2.8 Party Wall Act 1996

2.8.1 Where required, the Developer will appoint a Party Wall Surveyor to act on behalf of the Employer and pay all fees and associated costs in connection with any necessary Party Wall Agreements.

2.8.2 The Developer will be responsible for the provision of any information and any associated construction costs arising out of any Award.

2.9 Ecological and Wildlife Assessments

2.9.1 The Developer shall be responsible for obtaining a BREEAM Ecological Assessment of the site prior to the commencement of works using a UKAS registered firm. Provide a copy to the BRE Assessor and the EA.

2.9.2 Where required by the Planning Authority or recommended in the BREEAM Ecological Assessment the Developer shall be responsible for obtaining a Wildlife Assessment of the site prior to the commencement of works using a UKAS registered firm. Provide a copy to the BRE Assessor and the EA and the Client.

2.9.3 Where protected wildlife is identified, the Developer shall be responsible for obtaining the appropriate DEFRA License(s) (or any other statutory permissions). Provide a copy of the application and the license to the EA and the Client.

2.9.4 Ensure buildings are designed to discourage perching and nesting pigeons. Where necessary provide preventative measures.

2.9.5 If pigeons are routinely perching during the defects period, the Developer will be required to take reasonably appropriate suitable measures to overcome the problem at his expense. Nets will not be used.

2.10 Specialist Investigations and Reports

2.10.1 The Developer will be responsible for commissioning any other specialist reports, investigations, archaeological or environmental studies or surveys required by the local authority or any other statutory body that have not already been obtained by RHP. Copies of all such reports are to be provided to the Client and EA.

- The Developer will be responsible for all costs associated with the above and for ensuring that suitable and appropriate measures are undertaken in the development of the site to ensure that any adverse implications or costs are properly discharged, addressed and ameliorated to the complete satisfaction of the local authority or any other statutory body. Before entering into the Contract the Developer shall ascertain and allow for all costs associated with this requirement including any commuted sums payable, in the Contract Sum.

2.11 Rights of Light

- 2.11.1 The Developer will be responsible for establishing whether any Rights of Light exist in respect of any adjoining properties.
- 2.11.2 The Developer will also be responsible for negotiating the removal of any such Rights of Light including any compensation payments and all necessary legal and other professional fees involved.

2.12 Rights of Way/Easements

- 2.12.1 The Developer shall be responsible for establishing whether any Rights of Way, restrictive covenants, easements, etc. apply to the site and for complying with them.
- 2.12.2 The Developer shall take due notice of and maintain all Rights of Way.

2.13 Approvals and Consents

- 2.13.1 The Developer shall be solely responsible for obtaining all necessary approvals and consents required to complete all works and shall include all costs, charges or fees in connection with the design and construction of the scheme. The Developer shall comply with all conditions stipulated in the approvals and consents including the requirements of the building guarantee company, planning authority and any other relevant organisation.

2.14 Building Regulations

- 2.14.1 The Developer will be responsible for obtaining building regulation approval in accordance with The Building Regulations. The Client will not accept any claims for increased costs where the Building Regulation requirements change after the signing of the Contract. Such amendments shall therefore **NOT** be treated as if they were an instruction of the Client. In such circumstances, the Developer must comply with any amendments at his own cost but the Agreement for Lease and Development take precedence over this clause. The Developer should not appoint the same provider / company to act as Building Regulations Inspector and Building Warranty Provider.
- 2.14.2 The Developer shall be responsible for complying with all conditions listed in any granted approval.
- 2.14.3 Developer shall be responsible for obtaining SAP calculations and be available upon the submission of the Building Regulations application where they have not already been obtained by RHP. Developer to allow for any fees associated with obtaining the SAP calculations, including the revision to any working drawing required to pass.
- 2.14.4 The Developer shall forward the original Notice granting building regulation approval and the approved drawings, calculations and details to the Client upon receipt from the Approving Authority.

- 2.14.5 The Client requires a Completion Certificate from the Building Control Officer.:
- 2.14.6 The Developer shall provide Predicted Energy Assessments (PEAs) and Energy Performance Certificates (EPCs). PEAs are required for marketing purposes and must be available 6 months from Start On Site. Copies of EPCs must be provided electronically for each property before Practical Completion (PDF format).
- 2.14.7 The Developer shall allow for all fees, costs and risks associated with obtaining building regulation approval for the Works and any subsequent expense in fulfilling the stipulated conditions.
- 2.14.8 On all contracts, RHP requires acoustic testing to be undertaken for units agreed with building control (not necessarily all units) regardless of whether or not robust details are used and results submitted to Building Control. Where necessary, the Developer will need to rectify any situations where sound transmission does not comply with current building regulations requirements or additional RHP standards where elsewhere described, and advise RHP as to the methods used to ensure compliance. The aim should always be to exceed the requirements of Building Regulations Part E.

2.15 Building Guarantees/Warranties

- 2.15.1 One month from Start on Site, the Developer shall submit completed registration documents to the NHBC portal or other warranty provider. Client and EA to be provided with copy. See The type of warranty shall be defined within the Agreement for Lease and Development – Latent Defect Insurance.’
- 2.15.2 NHBC/Council Mortgage Lender (CML) cover notes (NHBC) or final certificate (LABC/Premier) must be provided to effect Practical Completion, along with statutory compliance and commissioning certificates. Final warranty certificates and registration packs must be provided no later than one month after handover.
- 2.15.3 The National House Building Council (NHBC)
- Buildmark Choice 12 year ‘Any Damage’ cover with a £0 excess
 - Option for alternative accommodation
 - Option for loss of rent
 - Option for professional fees and ancillary costs
 - Option for insolvency cover
- 2.15.4 LABC Social Housing Warranty
- 12 year warranty with £0 excess
 - Option for alternative accommodation, additional costs, fees and debris removal
 - Option for loss of rent
 - Option for insolvency of builder

2.15.5 Premier Guarantee for Social Housing

- 12 year warranty with £0 excess
- Option for alternative accommodation, additional costs, fees and debris removal
- Option for loss of rent
- Option for insolvency of builder

2.15.6 Any other warranty provider will only be agreed by exception due to restrictions by Shared Ownership lenders.

2.15.7 The Developer will ensure that the Works comply with the technical requirements of the guarantee/warranty company current at the date of registration. The Developer shall be responsible for complying with any conditions imposed by the guarantee/warranty company and any subsequent expense in fulfilling the stipulated conditions.

2.15.8 The Developer shall make available the site diary for the scheme inspector upon Practical Completion of the project.

2.16 Council of Mortgage Lenders (CML) Approval

2.16.1 The Developer shall ensure that the products used in the construction of all dwellings will allow the dwellings to be mortgaged on completion. Documentary evidence must be provided. See previous section for details.

2.17 Fire Risk Assessments

2.17.1 As a minimum of two weeks prior to the handover of any blocks of flats, RHP will obtain a Fire Risk Assessment (FRA) and hand to the Developer. The Developer shall undertake to complete all construction works to ensure compliance with the FRA as described within the Design and Technical brief. Practical Completion will not be certified until all identified issues have been resolved to the satisfaction of RHP.

2.18 Collateral Warranties

2.18.1 Where identified in the Agreement for Lease and Development, the Client requires the Developer sub-consultants and design sub-contractor's responsible for the design of the Works to enter into the Collateral Warranty agreements.

2.18.2 The Consultants will be required to produce documentary evidence to the Client that they hold a suitable Design Indemnity Insurance in accordance with the requirements stated in the Agreement for Lease and Development and that the policy is being maintained. Appointment letters will also be required.

2.18.3 The Consultants will be required to produce evidence from their Insurers that they have examined the Collateral Warranty agreement and that the Conditions will not

negate the Consultant's insurance policy in the event of a claim under the Collateral Warranty Agreement.

2.18.4 *All Collateral Warranties as defined in the table below shall be signed and executed prior to issue of the Developer's 8 Week Notice of Completion.*

2.18.5 *The Developer is required to provide a Collateral Warranty tracker schedule for review at each Site Progress Meeting for discussion and review.*

	Amount	Client	Third Party	Funder
Developer	£10m	-	✓	✓
Principal Designer	£5m	✓	✓	✓
Architect	£10m	✓	✓	✓
Landscape Architect	£5m	✓	✓	✓
Civil Engineer	£10m	✓	✓	✓
Structural Engineer	£10m	✓	✓	✓
Concrete Frame Designer (if not by engineer)	£10m	✓	✓	✓
Piling Designer (if not by engineer)	£10m	✓	✓	✓
M&E Engineer	£5m	✓	✓	✓

Lift Contractor / Consultant	£5m	✓	✓	✓
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2.19 Quality of Materials and Workmanship

2.19.1 Unless specifically described elsewhere within this document, the minimum design life of the building elements and subject to regular maintenance by the Client in accordance with good practice and manufacturers' recommendations shall be as follows:

- primary structural and fabric elements: 60 years
- secondary components: To be reviewed on a case-by-case basis
- fixtures and fittings: To be reviewed on a case-by-case basis
- finishes: To be reviewed on a case-by-case basis
- decorations: To be reviewed on a case-by-case basis

2.19.2 The design proposals and material selection should take account of RHP's aim to develop low maintenance housing, primarily for affordable rented units. All materials, fixtures and fittings must provide a reasonable design life normally associated with housing of this type.

2.20.1 Materials and products, which require maintenance and replacement, must be accessible and component replacements readily available from builders' merchants and suppliers. End of range products will not be accepted. Sanitary and kitchen fittings should be obtained from suppliers' most popular ranges to minimise the risk of ranges/colours being discontinued.

2.19.3 The Developer will be responsible for ensuring that all materials, products and building systems shall be suitable for their intended purpose.

2.19.4 The Developer shall ensure that all design, materials, goods and appliances for the Works, unless otherwise stated or relevant test data provided, shall comply, as a minimum, with the latest relevant British Standard Specifications, Euro Codes, British Board of Agreement Certificates, BRE Digests, Building Warranty and Local Authority requirements. Where any materials, goods or appliances are covered by more than one of the above standards and/or recommendations, the higher standard shall apply.

2.19.5 All workmanship shall, as a minimum, comply with the recommendations of the latest relevant British Standard Codes of Practice and/or trade suppliers, manufacturers' representative bodies, Codes of Practice and recommendations of the NHBC/LABC, BRE Digests and Local Authorities and best practice.

2.19.6 All structural & external timber shall be appropriately preservative treated.

2.19.7 All insulating materials incorporated in the Works shall be zero ozone depleting, as certified by the manufacturer and global warming potential (GWP) of less than 5.

- 2.19.8 All materials must be properly protected, stored and racked in accordance with the material/products manufacturer's recommendations. Timber window cills, door thresholds and other projections, which are to receive a decorative finish, must be protected from damage during construction using hardboard or polythene, as appropriate. Primers/basecoats only provide protection to timber components for a limited duration when exposed to normal weathering. The Developer must allow to re-apply primers/basecoats as recommended by the paint manufacturer to ensure full protection is maintained before final decoration.
- 2.19.9 The Developer will be responsible for ensuring that all Works are carried out in a proper, neat and competent manner in accordance with BS 8000. Where BS 8000 gives recommendations on particular working methods or other matters, which are properly within the remit and responsibility of the Developer, compliance will be deemed to be a matter of general industry good practice and not a specific requirement of the Contract.
- 2.19.10 Where there are any specialist or uncommon materials/systems proposed, the Developer is to arrange for the manufacturer to attend site and provide quality inductions for all relevant subcontractors. This should also be arranged if a quality issue is identified during the course of the works. A record of attendance should be kept on site and made available to the Client or its' representatives.

2.20 Deleterious Materials

- 2.20.2 Any material known or recognised to be deleterious or potentially being deleterious cannot be used. A schedule of the current prohibited materials can be found in the following Publication

<http://www.bco.org.uk/Research/BestPracticeGuides/Good-Practice-in-the-Selection-of-Construction-Materials.aspx>

- 2.20.3 Where there is no alternative but to use materials that are known or considered to be harmful (or potentially harmful) to health during the construction process, the Developer must draw attention to the particular substance/material when tendering, pointing out the hazards and risks involved and advising of the hazards and necessary precautions. The Developer is required to strictly observe and follow all health and safety guidelines and instructions in connection with such materials and where applicable to comply with the COSHH Regulations. A COSHH assessment shall be properly carried out for all materials prior to their use. The COSHH assessment shall not be generic but shall take account of the position and type of use to which the material is to be put and how it is to be used or applied. Where it is known, considered or believed that any material might continue to be hazardous or harmful to health (or potentially so) following its incorporation into the Works, then that material cannot be used in any circumstance.

2.21 Adopted Highways

- 2.21.1 The Developer shall be responsible to provide estate roads and street lighting for the proposed scheme in accordance with the requirements of the Highway Authority so that they can be adopted as maintainable highways, at public expense, by the highway authority upon satisfactory completion.

- 2.21.2 The Developer shall allow to liaise with the Client and agree the precise adoption agreements with the highway authority for the adoption of the estate roads, or, the execution of any works off site. In the event that the adopting authorities will not accept the Developer being named as "the Developer", the Developer shall enter into an Agreement as "the Contractor" and shall in addition enter into a supplementary agreement with the Client undertaking to maintain the adoptable works until such times as the relevant Certificates are issued under the Section Agreement discharging the Client from their maintenance responsibilities. The maintenance periods in respect of these adoptable works shall be extended as necessary until the Client is discharged from their maintenance responsibilities by the relevant authorities
- 2.21.3 The Developer shall be responsible to submit all plans as required by the highway authority showing all necessary details of the works necessary for entering into any Section Agreements. The Developer shall allow for all administration associated with the highways including charges, Performance Bonds and costs for legal arrangements (RHP are responsible for their own legal costs), inspections, supervision and tests required by the Highway Authority.
- 2.21.4 The Developer shall be responsible for all costs and charges during the maintenance period prior to adoption which shall include making good damage due to reasonable wear and tear occurring during the maintenance period and cleaning at the end of the period, all to the satisfaction of the Highway Authority (this requirement includes any off-site highway works or the subject of a Section 278 Agreement).
- 2.21.5 The Developer should also allow for cleaning the roads at not more than 3 monthly intervals during the maintenance period if this is not carried out by the Highway Authority.
- 2.21.6 The final surfacing work must be completed by the Date of Practical Completion of the Works. In exceptional circumstances the Client may accept that this requirement is not met and shall retain a sum of money equal to the cost of final surfacing work until the work is complete.
- 2.21.7 The Developer shall provide and erect the complete lighting installation and arrange for the supply and connection of electricity to the units.
- 2.21.8 The Developer shall allow for all administration associated with the Section Agreements including all charges, Performance Bonds and costs for legal arrangements, inspections, supervision and tests required by the Highway Authority. This requirement is in respect of all on and off-site highway works. The liability to costs of the Client is limited to the costs of their own in-house staff or their own legal advisers – all other costs shall be borne by the Contractor.
- 2.21.9 The Developer is responsible for signing and entering into all Section Agreements prior to issuing of the 8 Week Notice of Completion. The Client will enter into all such deeds, agreements and other documents where necessary solely to give consent to the deeds, agreements and other documents as landowner.

2.22 Non-Adopted Highways

- 2.22.1 Where the roads and footpaths will not be adopted and maintained by a Management Company, the Developer shall be responsible for any payments due.

2.23 Adopted Sewers

- 2.23.1 The Developer shall be responsible to provide sewers and associated works for the proposed scheme in accordance with the requirements of the Sewerage Undertaker so that they can be entirely adopted as fully maintainable sewers, at public expense, by the Sewerage Undertaker upon satisfactory completion.
- 2.23.2 The Developer shall be responsible to organise all the necessary arrangements to enter into a Section 104 Agreement for the adoption of the sewers and associated works.
- 2.23.3 The Developer shall be responsible to submit all information as required by the Sewerage Undertaker and carry out all administration work in connection with the adoption of the sewers. The Developer shall allow for all charges and costs for any Performance Bonds, legal arrangements, inspections, supervision and tests required by the Sewerage Undertaker.
- 2.23.4 The Developer shall be responsible for any remedial works or tests that are required during the Maintenance Period and obtaining the Final Certificate from the Sewerage Undertaker.
- 2.23.5 The Developer shall be responsible to deal directly with all landowners affected by the Works, Highway Authority, Statutory Undertakers and the regional office of the Environment Agency and District Council(s) with regard to works affecting watercourses and inland waters.
- 2.23.6 The Client will not accept anything other than a gravity fed sewer system (pumping stations and the like are unacceptable) unless the Client has specifically accepted this prior to the signing of the Contract.
- 2.23.7 The Developer shall identify where wayleave agreements/easements are required in connection with the Sewerage Undertaker's equipment and sewers and notify the relevant RSL accordingly. The Developer shall allow for all costs relating to this matter and for all charges that may be levied by the Sewerage Undertaker.
- 2.23.8 All inspections and tests etc. of the completed sewerage system and any remedial works should be carried out prior to the final surfacing of the estate roads.
- 2.23.9 The Developer shall allow for all administration associated with the Section Agreements including all charges, Performance Bonds and costs for legal arrangements, inspections, supervision and tests required by the Statutory Undertaker. This requirement is in respect of all on and off-site sewer works. The liability to costs of the Client is limited to the costs of their own in-house staff or their own legal advisers – all other costs shall be borne by the Contactor.
- 2.23.10 The Developer is responsible for signing and entering into all Section Agreements prior to issuing of the 8 Week Notice of Completion. The Client will enter into all such deeds, agreements and other documents where necessary solely to give consent to the deeds, agreements and other documents as landowner.

2.24 Gas, Water and Electricity Supplies

- 2.24.1 The Developer will be responsible for making his own enquiries of the utility supply companies and ensure that utility supplies shall be laid on the estate in accordance with the latest guideline for the planning and installation of all the main utility supplies to New Build Developments. For the avoidance of doubt, this is to cover gas, electricity and water supplies. Each dwelling should be supplied through a new and separate supply of adequate size to meet the premises' requirements.

- 2.24.2 The Developer shall be responsible for providing adequate underground utility supplies to the site and making the final connection to the dwellings or service equipment. The Developer shall liaise and co-ordinate with the utility supply company to ensure that the statutory undertakings are satisfied. The utility supplies must comply with the conditions and specifications of the relevant utility supply company for the area. The Developer shall comply with the requirements of the utility supply company in providing the necessary installation and meter positions to the site and dwellings.
- 2.24.3 The Developer shall identify where wayleave agreements/easements are required in connection with the utility supplies company's equipment and installation generally and notify the Client accordingly. The Developer shall allow for all costs relating to this matter and for charges that may be levied by the utility supply company. All documents must be passed to the EA and Client when available.
- 2.24.4 Communal Supplies: A Landlord's meter should always be installed where there are communal parts requiring utilities.
- 2.24.5 Gas and Electric meter cabinets for any affordable units must be capable of housing a key meter if necessary at some future date.
- 2.24.6 Water meters will be located within the risers in the building(s) and be fully accessible.
- 2.24.7 For flats the mains supplies should rise through the communal parts of the building, not passing through flats that it does not supply. Runs for pipes should be agreed with the EA and Client prior to installation. Avoid pipe runs and service runs on road facing elevations.
- 2.24.8 The Developer should provide details to RHP for approval of all proposed external meter locations which should be contained within minimum space required and where possible to be located away from principal elevations or contained within purpose designed meter cupboards. Where it is not possible to locate within cupboards, meters must not be obstructed by planting (or proposed planting) or be in a position vulnerable to vehicle strikes.
- 2.24.9 Where a communal heating/power system is in place, the Developer will allow to fit pre-payment meters to all flats.
- 2.24.10 The Developer shall allow for all builders' work, charges and costs in connection with the utility supplies.

2.25 Telephone and Internet Provision

- 2.25.1 The Developer shall make his own enquiries in this respect and provide an underground telephone and fibre broadband system to comply with the conditions and specification of the Service Provider, e.g. Open Reach. RHP's preference is to provide its customers with an affordable high speed fibre service. The minimum speed of the broadband provision shall be 10mbps.
- 2.25.2 The Developer shall be responsible to provide an adequate underground system across the site. The Developer shall liaise and co-ordinate with the Service Provider to ensure that the statutory undertakings are satisfied.
- 2.25.3 The Developer shall comply with the requirements of the Service Provider in providing all necessary builders' work in terms of underground ducting, equipment pits/enclosures, conduits to telephone socket outlet box etc. The Developer shall liaise with the Service Provider to provide all cabling, equipment, connection boxes and

telephone socket outlet necessary to provide a complete telephone system to each dwelling. The position of the socket outlet should be provided in the location specified.

2.25.4 The Developer shall identify where wayleave agreements/easements are required in connection this equipment and notify the Client accordingly. The Developer shall allow for all costs relating to this matter and for all charges that may be levied by the Service Provider.

2.25.5 The Developer shall allow for all builders' work, charges and costs in connection with the telephone and broadband system.

2.26 Cable Supplies

2.26.1 The Developer shall make his own enquiries in this respect and contact the local cable television provider and advise of the proposed development.

The following clauses shall only apply if the local cable television provider will be making cable TV available in the area:

2.26.2 The Developer shall be responsible in conjunction with the local cable television company for providing adequate underground ducting to service the site and each individual dwelling for the future provision of cable television. The Developer shall allow for taking the duct underground to an external point terminating adjacent to the external wall of the living room area. Owners/tenants will be individually responsible for arranging the cable television supply to be provided to the dwellings.

2.26.3 The Developer is to provide a suitable cable T.V. outlet and concealed ducting from the location adjacent to the television outlet to a recessed connection box lining up with the cable T.V. ducting externally. This work is required to ensure that there will be no surface wiring either internally or externally should the tenant subscribe to cable T.V. at a future date.

2.26.4 The Developer shall identify where wayleave agreements/easements are required in connection with the Cable Company's equipment and notify the Client accordingly.

2.26.5 The Developer shall allow for all costs relating to this matter and for all associated charges that may be levied.

2.26.6 The Developer shall allow for all builders' work, charges and costs in connection with the cable television system.

2.27 Order of Work

2.27.1 The Developer shall allow for all matters in respect of phased or staged completion(s) and its intended use, including out-of-sequence working and the protection and safety of the public.

3. **Technical Specification**

3.1 Generally

The Section sets out specific technical requirements, details of the finishes for specific tenures can be found in the relevant Finishes Specification contained in Appendix 11.

Where accessible or wheelchair units are to be provided, they should be designed and constructed in accordance with the Accessible and Inclusive Housing London Boroughs of Richmond and Wandsworth Housing and Regeneration August 2020 Part Two – Wheelchair Housing site brief (Attached at Appendix 10) It is important to confirm and agree within one month of achieving a planning permission which units need to be compliant with Part M of the Building Regulations, and if so which section i.e. M4(3)2a or 2b. The cost of the wheelchair units is as determined in the Affordable Housing Matrix in the Agreement for Lease and Development regardless as to whether the units are M4(3) 2a or 2b. Each wheelchair/adaptable unit will be discussed on a project by project basis to account for specific Occupational Therapists requirements. Adaptations for wheelchair users and other special needs situations should be in accordance with Part M of the Building Regulations.

3.2 Substructures

3.2.1 Foundations and Substructure works to comply with current Building regulations standards. Design details and calculations to be provided to RHP.

3.2.2 Ground bearing floors shall be of suitable construction for the conditions and loadings, reinforced as necessary, including damp proof membrane(s) properly lapped to horizontal damp proof courses. The Developer shall submit details of its proposals for basement construction, including how the area will be waterproofed and finished. Doors to plant rooms in the basement shall be steel and vandal resistant.

3.2.3 Suspended ground slabs shall have a minimum 150mm ventilated void between the surface of the ground and the underside of the suspended floor. The surface of the ground shall be treated with an approved weed-killer.

3.2.4 Should piled foundations be employed, the Client shall as a minimum require:

- Full details of all designs and specifications.
- A photographic survey of surrounding buildings, preferably internally and externally, prior to work commencing and copies handed to the Employer.
- A collateral warranty, for any design work carried out by the piling sub-contractor.
- Load testing of piles to be as agreed with building control
- Integrity testing of all piles as agreed with building control
- Concrete test cubes to be undertaken as agreed with building control Copies of test results from an appropriately qualified testing company shall be provided to the Employer within seven days of the results becoming available.
- Copies of all reports and test results.

3.3 Screed

- 3.3.1** Where ground bearing in-situ concrete slabs are used, a floated finish will be acceptable.
- 3.3.2** All other forms of concrete construction (including Beam and Block or precast panels for example) shall be finished with a 75mm cement and sand screed or equal subject to approval by the Client incorporating reinforcement to prevent cracking of the screed.

3.4 DPC

- 3.4.1** Damp proof membranes shall be 1200-gauge polythene.
- 3.4.2** No polythene damp proof courses shall be used.
- 3.4.3** Masonry Walls below damp-proof course level shall be jointed in cement mortar (1:3) with a minimum of three courses of facings to the outer leaf of the cavity wall. The cavity shall be filled to within 225mm of the damp proof course with lean mix concrete, with the top sloping towards the external skin.

3.5 Superstructure

- 3.5.1** External walls shall be in materials and of a construction approved by the Client and the Planning Authority and in accordance with the approved planning drawings. The external fabric shall generally be tied to a solid insulating blockwork inner skin with suitable stainless steel wall ties.
- 3.5.2** Brickwork should be pointed with a suitable mortar mix in proportions to suit the brick and the location. Pointing shall be either flush or bucket handle provided this does not go against the advice of the brick manufacturer, relevant design considerations due to location and/or exposure and the approval of the Planning Authority. The mortar colour should be submitted for approval by the Planning Authority and RHP. Pointing is to be executed as work proceeds and is to be of even colour and texture. All cavities to be kept clear of mortar droppings and other debris. Weepholes in cavity walls shall be drained with proprietary BBA Approved plastic fittings.
- 3.5.3** Cavity walls shall be provided with Class A Full Fill mineral wool insulation.
- 3.5.4** Sand faced clay, concrete and calcium silicate bricks will not be permitted.
- 3.5.5** Cavity wall ties shall be stainless steel, no other alternative is acceptable.
- 3.5.6** Provide proprietary insulated cavity closers to all reveals, sills and soffits.
- 3.5.7** Expansion joints shall be non-absorbent, compressible, joint filler sealed with suitable polysulphide, polymer or good quality polyurethane mastic and shall be positioned discretely behind rainwater pipes where possible.
- 3.5.8** Where render is used it shall be BBA approved. The Developer shall allow for obtaining guarantees offered by the manufacturer (where applicable).

3.5.9 All products must be installed strictly in accordance with the manufacturers' instructions. All accessories shall be recommended by the manufacturer. The Developer shall allow for obtaining any product guarantee/warranty offered by the manufacturer (minimum 10 year).

3.5.10 Where using render, a proprietary 'through colour' type should be used. Sand and cement is not acceptable. Refer to manufacturers' recommendations for movement joint locations and any other specific items that should be considered.

3.6 Party Walls

3.6.1 Solid party walls are not permitted. Party walls must always be constructed as two separated layers in accordance with current Building Regulations

3.6.2 Party walls should also be designed to a robust standard detail where possible.

3.7 Internal Walls and Partitions

3.7.1 Loadbearing 100mm blockwork walls to be to building regulations standard with plasterboard on dabs with tape and joint finish/skim coat finish.

3.7.2 Non-Loadbearing stud partition walls to comply with latest Building Regulation requirements with plasterboard tape, joint and skim coat finish. Ensure appropriate walls have the required dB sound reduction. Walls to Affordable rent and Market Rent shall be 5dB better than the required Building Regulation requirements.

3.7.3 Bathroom and WC side of partitions to M4(3) affordable units shall be sheathed with minimum 18 mm WBP plywood before fixing plasterboard linings, the 'Setting Out' must allow for this. All other units shall be sheathed with minimum 12mm WBP plywood before fixing plasterboard linings.

3.7.4 Plasterboard in bathrooms and kitchens shall be moisture resistant grade.

3.8 Frames

3.8.1 The superstructure must be designed to reduce the likelihood 'Cold Bridging' by incorporating current best practice. Where possible, balcony details shall incorporate proprietary 'Thermal Break' joints designed to minimise 'Cold Bridging' between the internal and external floor elements. Window/door reveals must also be designed to minimise the effects of 'Cold Bridging'.

3.8.2 Where timber framed solutions are accepted by the Client prior to the signing of the Contract, the Developer shall undertake a full fire risk assessment in relation to the construction works and confirm how fire safety will be managed on site.

3.8.3 Timber framed solutions shall be constructed in accordance with the UKTFA 'Design Guide to separating distances for buildings during construction'.

3.8.4 Where timber framed solutions are proposed the Designer and Developer shall undertake a risk assessment of the proposals to reduce exposure of fire risk to the building and its neighbours during construction or in occupation, and, to reduce the Client potential exposure to issues of long-term defects. This risk assessment must be prepared and be provided to the Client prior to the signing of the Contract.

3.8.5 Timber framed solutions shall only be considered when they are constructed in accordance with the STA 16 Steps to Fire Safety
<http://www.structuraltimber.co.uk/library/?archived=&topics=Health+%26+Safety&documenttype=&technologytype=&x=20&y=10> (registration required to view) and HSE guidance
<http://www.hse.gov.uk/pubns/books/hsg168.htm>

3.8.6 Where a timber framed solution is accepted by the Client, the Developer shall:

- Prepare and submit a detailed fire strategy
- Confirmation that adequate insurance cover is in place covering the consequences of a major fire on site which affects adjoining properties
- Provide appropriate site security to ensure that the timber frame is protected from arson attack
- Adhere to STA 16 steps to Fire Safety.

3.9 Upperfloors

3.9.1 Floor Joists to comply with Building Regulations.

3.9.2 Floors, which will not be subsequently covered with a floor finish as part of the Works, are to be protected at all times. Any spillages are to be thoroughly cleaned off prior to handover.

3.9.3 Chipboard flooring must be moisture resistant tongued and grooved Grade Type P5 or P7 and be a minimum 22mm thick. Fixing will include for gluing all tongued and grooved joints together and using the screw fixing at 200 to 300mm centres to all edges and along all joists.

3.9.4 Flats and maisonettes shall have pre-cast concrete plank or reinforced in-situ concrete upper floors. Appropriate floor covering shall be allowed for to achieve the required level of sound reduction.

3.9.5 All perforations through floors and walls shall be fire stopped as necessary. Fire stopping shall be clearly labelled, with all locations included on a schedule which is to be provided to the Client as part of the handover documentation. The Client will not accept handover until this information has been provided.

3.9.6 Where houses are required to be Lifetime Homes or Building Regulations Part M4(3)2b standards, a suitable identified space for a through-the-floor lift from the entrance level to a storey containing a main bedroom and a bathroom satisfying Criterion 14 will be required. The potential aperture size for the route through the floor should be a minimum 1000mm x 1500mm - with the potential approach to the lift being to one of the shorter sides. This potential aperture area should be clear of services.

3.10 Ceiling heights

3.10.1 Minimum required ceiling height is 2500mm.

3.11 Roof

3.11.1 The roof structure will be dependent on the planning approved scheme and in accordance with NHBC (or equivalent) requirements (and as recommended in writing by the Wood Protection Association), of suitable section for the loading, braced and tied in accordance with relevant British

Standards. Timber wall plates shall be tied to external walls with suitable straps. All fixings, straps etc shall be non-corrodible and compatible with the timber preservative treatment. Party walls projecting through roof coverings are not permitted unless agreed with the Client.

- 3.11.2 Roof finish to be as defined in the planning drawings and installed strictly in accordance with Manufacturers' instructions, supported on preservative treated timber battens on untearable felt underlay.
- 3.11.3 Single ply systems or lightweight alloy claddings are not preferred. Any roofing sub-contractor installing these systems shall be manufacturer approved and will provide a minimum 20 year warranty to the Client. Final payment will not be made by the Client until these warranties have been received.
- 3.11.4 Provide insulation as required to obtain current building regulations at ceiling joist level within the roof void. Loose fill insulation is unacceptable. Insulation, either glass fibre or mineral wool in roll form should be used. Minimum two layers are required. The first layer should be laid within the ceiling joists and further layers at right angles. No access platforms are required.
- 3.11.5 All roof spaces shall be accessible from within the building and be fitted with an insulated (to the same standard) and draught proof access hatch. The hatch shall be a minimum 550 x 750 mm in size or sufficient to allow the replacement of any cold water storage tank, or other M&E equipment, and be located in a circulation area that can be safely accessed. Internal walkway boarding is required from the access hatch to any cold water storage tank(s).
- 3.11.6 In blocks of flats, loft hatches shall only be located in communal areas and shall be lockable. Where access is required to other roof areas, fire rated access hatches shall be provided through party walls in roof spaces rather than individual hatches from upper floor flats.
- 3.11.7 In houses and ground floor flats which are required to comply with Part M4(3) of the Building Regulations, the structure above ceiling finishes over a main (twin or double) bedroom and over the bathroom should be capable of supporting, or capable of adaptation to support, the future installation of single point hoists above the bed, bath and WC. Assume design load for hoist will not be less than 200kg.
- 3.11.8 All flashings and the like shall be in lead, minimum Code 4 except valley gutters, which should be a minimum Code 5, designed and fixed in accordance with the Lead Sheet Association's recommendations. GRP flashings will not be permitted although GRP valley gutters are acceptable. All exposed leadwork shall be cleaned and treated with patination oil prior to handover.
- 3.11.9 Fascias, eaves boards, bargeboards etc. shall be formed using a proprietary PVC-U fascia and soffit system. Other materials will only be permitted where specifically required by the planning authority or agreed with the Client prior to the signing of the Contract.
- 3.11.10 Dormer cheeks to be clad in roofing covering material or minimum Code 5 lead. All exposed leadwork shall be cleaned and treated with patination oil prior to handover. GRP dormer cheeks are permitted where they have a 25 year certified minimum life and approved by RHP.
- 3.11.11 The roof void shall be satisfactorily vented as outlined the Building Regulations necessary to prevent condensation.
- 3.11.12 Where applicable, 'Fall Arrest' systems shall be used.

- 3.11.13 Guard Rails to be hot dipped galvanised steel to current British Standards, with rust proof fittings and fixtures.
- 3.11.14 Where Guard Rails are not permitted, the contractor shall allow to provide a fall arrest system suited to the chosen roofing system and accessible from an internal communal part of the building. The fall arrest system must be designed so as not to damage the roof in the event of a fall and must comply with current British Standards and legislation.
- 3.11.15 Entrance Canopies shall be in accordance with the Architect's drawings, ensuring that all British Standards and Building Regulations are adhered to. Rainwater run-off must be considered, with rwg provided where necessary and running into a suitable outlet in accordance with NHBC requirements.

3.12 Joinery, Fixtures and Fittings

Stairs and Balconies

- 3.12.1 Stairs within houses shall be part-timber, part-MDF.
- 3.12.2 Stair widths should be sufficient to allow standard sized furniture to be manoeuvred safely, allow for future installation of a stair lift and have a minimum clear width of 900mm.
- 3.12.3 Handrails are to be provided to one side and for the entire going of any staircase unless prescribed otherwise by Building Regulations. Balustrades must be designed not to allow climbing.
- 3.12.4 Timber balustrades/newel posts with softwood handrails shall be provided to all staircases within houses as standard.
- 3.12.5 In all dwelling houses and where practicable, the understairs area shall be enclosed with timber studwork clad with plasterboard to form a cupboard including door to match internal doors with lever latch and handles both sides.
- 3.12.6 Unless otherwise described or agreed in writing by RHP at the outset, the communal stairs to blocks of flats shall be concrete, or steel with concrete infill, and be complete with metal balustrading and metal handrails all in full compliance with the Building Regulations. All strings and apron linings shall be MDF or painted Stair Master. .
- 3.12.7 Balconies or roof terraces should be provided to flats. Balconies should have an area a minimum of 1.5 metres² with a minimum total area of 5 sq metres and in accordance with minimum requirements of the London Plan SPG with sufficient space for a small table with enough chairs to accommodate all the occupants. Refer to London Plan SPG for increased balcony size requirements for higher occupancies.
- 3.12.8 Areas of terrace shall generally be finished with 450 x 450 x 35mm buff-coloured pre-cast concrete paving flags with slip resistant finish, alternative porcelain slabs may be used as agreed with RHP.
- 3.12.9 Thresholds to balconies on all floors shall be level with the adjacent floor from which they are accessed. Surfaces must be robust and non-slip. The underside of balcony decks shall be solid and visually attractive. Thresholds should be correctly detailed to prevent ingress of rainwater. Details shall be submitted and agreed in advance of installation.

- 3.12.10 Balcony and terrace balustrading shall be Building Regulations compliant at 1.1m high, be safe and secure and any glazing shall be opaque (not stippolyte) to provide an adequate visual screen. Privacy screening shall be treated in a similar manner.
- 3.12.11 Balconies must have soffits to prevent debris / liquids passing through the slab / deck and affecting occupants below. Soffits to be made of an appropriate fire resisting material with clear breaks vertically and horizontally between the balconies. Balconies must have an effective rainwater disposal system connected to the underground surface water drainage system. Rainwater goods shall be designed so as not to discharge onto balconies below. Proposals shall be agreed with the Client.
- 3.12.12 Any form of balcony decking shall not be combustible i.e. composite planks rather than timber, and shall meet the current requirements of the Building Regulations and all other current legislation at the time of Practical Completion. Data sheets for all balcony decking material shall be provided with handover documentation.
- 3.12.13 Balcony designs shall not use pebbles or shingle around the perimeter of slabs as a filling material. The Client may consider rubber chippings instead if there is no other suitable alternative recommended by the manufacturer.

3.12.14 Windows

- 3.12.15 Windows shall be manufactured from PVCu, unless stated otherwise by planning drawings.

3.12.16 **PVCu**

Windows and their component parts are to be British Standard 'Kite marked' to the current version of BS 7412 or BBA approved. The manufacturer and installer must be FENSA certified and have membership of either the GGF or BWF. All windows shall be of all welded construction with continuous reinforcement to a minimum of 85% of the length of the frame. All PVCu windows shall have a minimum 10-year insurance backed warranty on the window as a complete unit. All windows shall comply with the Secured by Design criteria (if applicable) and PAS 24.

3.12.17 **Timber or Aluminium**

Where timber windows or aluminium faced timber windows are to be installed, windows and their component parts are to be British Standard 'Kite marked' to the current version of BS 644 or BBA approved. The manufacturer and installer must be FENSA certified and have membership of either the GGF or BWF. All timber windows shall have a insurance backed warranty reviewed on a case by case basis on framing under the BWF scheme with a 10-year insurance backed guarantee of double-glazed units. All windows shall comply with the Secured by Design criteria (if applicable) and PAS 24.

- 3.12.18 Where specifically required by the planning authority or RHP, aluminium windows are permissible. Windows and their component parts are to be British Standard 'Kite marked' to the current version of BS 4873 or BBA approved. The manufacturer and installer must be FENSA certified and have membership of either the GGF or BWF. All such windows shall have a minimum 10-year insurance backed warranty on the window as a complete unit. All windows shall comply with the Secured by Design criteria and PAS 24.

3.12.19 **Windows Generally**

- 3.12.20 Windows must be easily cleanable from the inside where possible . All windows shall be minimum double-glazed using low emissivity type glass. All windows to be internally beaded unless an alternative means of achieving good security can be demonstrated by an externally beaded system. All window perimeters to be sealed internally and externally with suitably coloured compriband, polysulphide, polymer or good quality polyurethane mastic.
- 3.12.21 As stated in the Building Regulations, any window which is provided for emergency egress should have an unobstructed clear opening area of at least 0.33m² and must have a minimum dimension of 450mm high and 450mm wide. Where this cannot be achieved due to the friction stay requirement for cleaning purposes then a Defender Egress easy clean hinge from Securistyle Limited should be used (or similar). The bottom edge of the opening window should be no more than 1100mm above the floor level. The window should also be in such a position within the dwelling that the person escaping is able to reach a place free from danger.
- 3.12.22 Opening windows shall be fastened by means of a suitable espagnolette locking system, which allows the windows to be locked in the partially open position. Window operating levers to be finished in Polished or brushed chrome (to match internal ironmongery). All opening windows shall be capable of being locked in two positions preferably with a key lock in the handle; all locks should be suited in each dwelling and openable by the same key. A key is required for each lock.
- 3.12.23 Where the design incorporates low level glazing, less than 800mm above internal floor level such as a window, that is fixed (not openable), glazing and the framing will need to function as guarding where the difference in floor levels exceeds 600mm. Alternatively, suitable guarding, that resists the forces referred to and complies with Part K with respect to height and non-climbability must be provided. The glass should be designed to resist the forces referred to in the British Standards above.
- 3.12.24 Where the design incorporates low level glazing (less than 800mm above internal floor level) that is not fixed, e.g. an openable window, the glazing will still need to act as guarding where the difference in height exceeds 600mm. The window must be prevented from opening more than 100mm in order to comply with Part K. This means that restrictor devices commonly fitted to windows would not be suitable because they can be released, by a key or manually, to allow the window to open more than 100mm. In this instance, occupants would not have the required level of protection from falling. Therefore, suitable guarding that resists the forces referred to in the above British Standards and complies with Part K with respect to height and non-climbability, must be provided, such as vertical balustrading. Alternatively, 'permanent' restrictors, those that cannot be released and would not allow an opening where a 100mm sphere could pass through, may be suitable. This type of restrictor would also need to be capable of resisting the loads detailed in BS EN 1991-1-4:2005+A1:2010 (or the latest equivalent version) and the current version of BS6180 along with the glass, glazing and window structure. However, this may affect the minimum purge ventilation requirement under the guidance in Part F, which requires a minimum of 1/20th floor area of the room served by openable windows (height x width of opening part where the window opens 30 degrees or more). Where the window opens between 15 and 30 degrees that area needs to be doubled, i.e. 1/10th floor area of room served. Therefore, it may not be a feasible alternative.
- 3.12.25 All windows must be provided with an external cill, which projects a minimum 38 mm from the face of the wall finish.
- 3.12.26 The cill height of living room windows shall be a maximum of 800 mm above finished floor level (or to suit Building Control requirements in flats). The cill height of bedroom windows to be a minimum of 900 mm above finished floor level unless prescribed otherwise by Building Regulations.

- 3.12.27 All windows shall be designed to ensure compliance with the ventilation requirements of Approved Document F, where applicable.
- 3.12.28 Where roof windows are to be provided they shall be of the 'Velux' type complete with integral roller blinds, and opening mechanism appropriate for the location and operable from a safe location.
- 3.12.29 Where possible, no windows shall be located over or directly off staircase flights.
- 3.12.30 All windows (except bathroom, kitchen and WC) to be provided with minimum 25 mm MDF window board rebated around reveals complete with rounded leading edges, with screwed and pelleted fixings. Leading edges to extend 50 mm past reveals and 25 mm from faces of walls.
- 3.12.31 Wherever possible in houses, all landings, stairs, bathrooms, kitchens and WCs shall have natural daylight and ventilation via windows. Windows in bathrooms shall be openable without standing in or leaning over the bath.
- 3.12.32 Check reveals required in severe locations. 20mm reveal preferred (min12mm).
- 3.12.33 Refer to Part C of the Building Regulations for exposure zones.
- 3.12.34 If the planning drawings show obscure glass, this should be acid etched or sandblasted and not stippolyte.

3.13 External Doors

- 3.13.3.1 Sliding patio doors shall not be provided. Three quarter French doors shall be provided in lieu and be complete with suitable hook and eye fastener and lockable in accordance with PAS24. Any alternative doors must be agreed with the Client prior to the granting of planning consent.
- 3.13.3.2 All doors to be pointed all round externally with suitably coloured polysulphide mastic or compriband.
- 3.13.3.3 In rooms with French doors there should be an additional openable window.
- 3.13.3.4 External main entrance doors shall be a pattern to the approval of the Client/planning drawings and comply with PAS24. Glazed apertures shall be glazed with 14mm (minimum) hermetically sealed double glazing units in laminated glass using a dual sealant glazing system (in accordance with the Glass and Glazing Federation's recommendations) with non-corrodible anti-vandal screws if external. The door frame shall be set back a minimum of 75mm from the external face of the wall and securely fixed at 300mm centres.
- 3.13.3.5 Doors shall be minimum 44mm thick. Timber doors shall be hung on 1½ pairs of 100mm heavy duty rust-proof hinges, and fitted with one pair of hinge bolts, a3 point cylinder turn lock to meet the requirements of BS 3621, Secured by Design (if applicable) & TS007 requirements, a Chrome or stainless steel thumb-turn, a cylinder night latch and Chrome or stainless steel door pull, a Chubb security chain, 50mm high screw fixed Chrome or stainless steel numerals, one pair of 150mm stainless steel barrel bolts, a Chrome or stainless steel letter plate with draught sealed backflap (positioned to prevent easy access to lock thumb-turn), intumescent liner, door viewers and factory-fitted neoprene draught seals. The mixing of Chrome and stainless-steel components is not permitted. Doors shall incorporate thresholds to meet Part M and all appropriate weathering detail to prevent water ingress. PVCu doorsets shall also comply with the above standards, with a split spindle

arrangement unless otherwise agreed. The Client shall be given a choice of door design options and the choice of decorative finishes and colours.

- 3.13.3.6 Secondary external accesses to houses and to flat balconies shall comply with PAS 24. Doors shall be 44mm thick and shall have a weatherboard and have two panels 2xG style (unless otherwise shown on planning drawing) with the upper panel glazed as described for the external main entrance doors, and the solid lower panel shall be 12mm (minimum) WBP plywood. Door frames shall be set back a minimum of 85mm from the external face of the wall. Doors shall be hung on 1½ pairs of 100mm rust proof butt hinges and fitted with one pair of hinge bolts, Multipoint lock meeting current standards, one pair of bolt-through Chrome or stainless steel handles, Chubb or approved equivalent security mortice bolts fitted top and bottom, opening stays to outward-opening doors and factory-fitted neoprene draught seals. French doors, where permitted by secured by design shall have three-point espagnolette security bolts and appropriately-located cabin hook and eye. The choice of decorative finish and colours shall be as described in the relevant finishes schedule for that tenure (see Appendix)
- 3.13.3.7 Check reveals required in severe locations. 20mm reveal preferred (min12mm).
- 3.13.3.8 Refer to Part C of the Building Regulations for exposure zones.
- 3.13.3.9 Communal front and rear entrance doors to flats should be similar to the external main entrance doors as above but also include the following: suitable heavy duty hydraulic door closer with anti-slam facility, a 200mm high Chrome kick plate and Chrome push pad internally. The door shall be controlled by an approved door entry-phone system linked to a reply/door release point located in each flat as noted later in this document. The doors are to be fully compliant with their door entry system and with DDA requirements.
- 3.13.3.10 All doors shall have a minimum 800mm clear opening.
- 3.13.3.11 Thresholds to all main front entrances, both communal and for private dwellings, shall be flush externally and internally, and fitted with proprietary threshold seals and weather bars. All areas accessed communally shall also have level thresholds.

3.14 Internal Doors

- 3.14.1 Refer to finishes schedule in Appendix 11 for specific details of manufacturer, style finishes and fittings
- 3.14.2 For all affordable units, internal door openings to all rooms except airing cupboard, stores & wardrobes should be fitted with a standard door (Refer to Finishes schedules in Appendix 11 for specific reference) providing a minimum clear opening width of 775 mm. The minimum thickness of any door shall be 35 mm (unless required otherwise by Building Regulations).
- 3.14.3 All internal doors shall be fitted with mortice latch and set of bolt through type lever handles and roses with matching 1 ½ pairs of 100mm rust proof butt hinges per leaf, including store and airing cupboards. All cupboard doors shall be openable from the inside. Provide indicator bolt to en-suite, bathroom door and separate cloakroom (WC) door with safety access facility operable from outside in the event of an emergency.
- 3.14.4
- 3.14.5 Internal doors shall be provided with an adequate clearance (20mm) for carpets either fitted at a future date or as part of the specification.

- 3.14.6 Where fire resistant doors are required, they shall have appropriate certification (for the entire doorset if appropriate), normally at least 30mins resistance (or as per the fire strategy), and will also be fitted with intumescent seals. Where also required, smoke seals should be included and a suitable hydraulic type door closer. Fire resistant doors shall be durably marked to indicate their level of fire resistance.
- 3.14.7 Frames and linings to internal doors to be in MDF with architraves to mask junction of frame and adjacent wall finish.
- 3.14.8 All bathroom and WC doors shall open outwards.
- 3.14.9 All internal communal doors shall be fitted with appropriate glazed panels, heavy duty kicking plates both sides, with heavy duty overhead door closers with anti-slam facility, push plates, and pull handles.
- 3.14.10 Where door closers are fitted to individual flats, door closers should be on the outside of the door as parallel arm (push) application, also known as Figure 66 (closer fixed to "push" side of door with the arm running parallel to the door).
- 3.14.11 All Landlord's cupboard doors shall be solid core flush painted units complete with lock, FB1 or FB2 ironmongery (or suited lock if requested), pull handle, push plate, and door closer.

3.15 Miscellaneous

- 3.15.1 For miscellaneous joinery items, Skirtings, window boards etc. refer to finishes specifications in Appendix 11.
- 3.15.2 The Developer shall allow to provide lighting to loft areas, and also raised boarding around the hatch only (to allow for insulation beneath).

3.16 Fixtures and Fittings

- 3.16.1 Kitchens
- 3.16.2 For kitchen details see specific finishes schedule for details in Appendix 11.
- 3.16.3 The following notes are for general guidance:
- 3.16.4 Internal kitchens are not permitted without the specific approval of RHP. Where possible sinks should be under external windows and not located at the end of a worktop run.
- 3.16.5 Kitchens should be designed so that where windows are located on the same wall as a run of worktop, the base level of the window should be above that of the worktop, i.e. there is no glazing below/behind the worktop or base units.
- 3.16.6 In all 4 person or larger dwellings where any ancillary equipment space is required (to be agreed with Client), it must be filled with a removable base unit and matching removable plinth. The ancillary space is for use as a dishwasher or condensing tumble dryer space and should include for provision of fused electrical spur and plumbing provision.
- 3.16.7 Cooker spaces to be a minimum of 640mm clear width. All other appliance spaces to be a minimum of 625mm clear width with a fused spur.

3.16.8 Where kitchens are open plan with living/dining rooms, it is preferable that a store cupboard be enlarged or the understairs cupboard be used to accommodate a washer dryer.

3.16.9 The planning drawings may provide indicative layouts. The Developer will be required to develop detailed layouts and CGIs in conjunction with the kitchen supplier and Client.

3.17 Bathrooms and En-Suites

3.17.1 Details of bathrooms, WCs & en-suite finishes can be found in Appendix 11.

3.17.2 Baths to be heavy gauge steel twin grip bath with vitreous enamel coating, minimum 1700 mm long x 700 mm wide, 2 No chromium plated case hand-grips, permanent slip-resistant standing area, 2 tap holes, centre overflow and outlet, waste fitting, chrome plug, chain and stay and thermostatically controlled bath/shower mixer lever/crosshead tap/bar style shower, chromium plated with chromium plated 1.8m long flexible hose and shower head on a spray bar.

3.17.3 Wet rooms to Houses will have Wade or similar floor drains. Trap covers shall not be fixed with screws in accessible/adaptable showers due to difficulty in releasing the screws to enable cleaning.

3.17.4 Provide chrome plated toilet roll holder and towel rail.

3.17.5 Provide 600 x 400mm mirror to all bathrooms and cloakrooms above the pedestal wash hand basin.

3.17.6 Provide shelf adjacent to mirror if there is not already a vanity unit.

3.17.7 Pedestal wash hand basins will be provided in the bathroom, w.c. suites are to be wash down type, complete with robust white plastic seat.

3.17.8 Chrome plated 'Monobloc' fittings to kitchen sinks. Chrome plated Bath taps to be shower/mixer type thermostatically controlled and chromium plated flexible hose and shower head. In areas of low water pressure, a thermostatically controlled power shower facility may be provided above the bath rather than a mixer tap arrangement but this should be agreed on a scheme-by-scheme basis. Flow regulators to be fitted to kitchen taps maximum 6 litres per minute (lpm); hand wash basins maximum 4 lpm and showers maximum 8 lpm.

3.17.9 Where the Lifetime Homes/Part M4(2) or (3) Standard applies, floor drains will be provided to bathrooms and or entrance level cloakrooms to comply to allow for future adaptations for level access showers

3.17.10 It is envisaged that the drains will be positioned under the baths and either be utilised as the bath drainage or be sealed. It is also envisaged that a level access shower tray would be installed negating the requirement for laying bathroom floors to falls.

3.17.11 To rented flats where communal gardens are not large enough to accommodate external drying facilities, over bath dryers may be required instead. To be agreed with Client on an individual scheme basis.

3.18 Airing Cupboard

The airing cupboards should:

- Be accessible from the general circulation area.
- Be heated if remote from the hot water cylinder, using electric tubular heating or similar approved.
- Be provided with a minimum of 3 screw fixed slatted shelves each extending the full width and depth of the cupboard. The minimum height of slatted shelving above floor level is 760mm and not less than 150mm above the hot water cylinder. Minimum space between shelves is min 300mm. Slats to be pencil rounded softwood slats sanded to a smooth finish.
- Have a low energy pendant light with switch inside the cupboard.

3.19.1 The Developer should be aware that the airing cupboard must be sized to accommodate not only the shelving requirement, but any appropriate equipment as well which may necessitate increasing the size of the enclosure. This should be discussed with Client prior to any changes to the approved drawings.

3.19 Built-in Wardrobes

3.19.2 Refer to drawings for wardrobes provision.

3.19.3 Where built in wardrobes are required, these should be located on internal walls only (where possible). All wardrobes must incorporate a full width shelf and chrome plated hanging rail; and be fronted with doors hung on hinges – each leaf no wider than 686mm. Doors are to be fitted with roller type catches housed into the head of each door on the closing side and an approved substantial 'D' handle. All wardrobe doors shall be fitted with permanent ventilators at the top and bottom of each door to provide ventilation to the wardrobe. All wardrobe doors shall match the other internal doors within the property and have 20mm clearance for carpets. Shared Ownership wardrobes can have sliding doors if space is tight.

3.20 General Items (see Appendix 11 for finishes)

3.19.4 To Rent units only, provide a minimum 5 no. metal double hat and coat hooks and then one for each occupant if greater than 5 in the hallway of each dwelling fixed to a 15 x 125 mm chamfered hardwood rail.

3.19.5 Provide chrome doorstops at all locations where doors when opened will strike a wall, fitting or a fixture.

3.19.6 To Rented units only, provide softwood curtain battens 50 mm x 25 mm to all external doors (including patio and French doors) and window openings. The battens should extend past the window reveal by a minimum of 150 mm and screw fixed above all windows and knotted, stopped, primed and decorated to match the wall colour.

3.19.7 Propose and provide all signage to identify properties for postal and location purposes. Signage to include numbers, letters, names of blocks and street names as necessary. In communal areas of flats 'No Smoking' signs shall be provided as necessary. Proposals to be approved by the Client.

3.19.8 In communal areas of flats a softwood dado rail shall be provided to all walls unless otherwise agreed with the Client.

3.21 Finishes

3.21.1 Wall Finishes

3.21.2 All wall surfaces shall be painted with a minimum of 1 no. mist coat and 2 no. full coats of Dulux vinyl matt emulsion paint. In communal areas of flats all wall surfaces shall be painted with a minimum of 1 no. mist coat and 2 no. full coats of Dulux Diamond (or similar approved) Matt paint or eggshell paint (RHP's choice). All paints to be Class 'O' for spread of fire. See specific finishes schedule for details in Appendix 11.

3.21.3 All internal joinery and the internal faces of external joinery, which do not come self-finished, shall be knotted, stopped, primed and painted with a minimum of 1 no. undercoat and 2 no. top coats of white Dulux gloss paint (all communal areas and the interior of Rented units). The interior woodwork to Shared Ownership dwellings should be white Dulux satinwood.

3.21.4 Copper pipework shall be finished in heat resistant paint. Small lengths or pipework in airing cupboards may be left clean by the use of sandpaper or similar. Under no circumstances shall plastic waste and other plumbing fittings be painted unless with the express consent of the Employer's Agent and Client. Plastic cover trims shall be used around pipes to floors, ceilings and dry linings.

3.21.5 All windows and external doors, which do not come self-finished, shall be finished externally in a proprietary external stain to the approval of RHP.

3.21.6 See Finishes Spec for wall tiling.

3.21.7 Window cills to bathrooms and kitchens shall be tiled with 150 x 150 x 5mm white glazed (Rented), or the Client's chosen (in the Shared Ownership units) ceramic wall tiles, bedded in suitable adhesive and grouted with white or complementary coloured grout. See finishes schedule for suggested trims.

3.21.8 For specific colours, tiles and finishes, see specific finishes schedule for details in Appendix 11.

3.21.9 Silicone sealant of the appropriate type must be used to seal all junctions between wall tiling and sanitaryware and kitchen worktops. In addition to silicone sealant white (or other suitable colour to match specific tile colour) suitable tile trim must be used to all bath and shower-to-wall tile junctions, and it must be fully compressed down when fixing the first row of wall tiles so that if the bath drops at a later time then a seal will still be provided.

3.21.10 All exposed edges of wall tiling to be finished with proprietary white or other suitable colour to match specific tile colour. See finishes schedule for Shared Ownership.

3.21.11 Plasterboard to walls in bathrooms, ensuites and kitchens shall be moisture resistant grade.

3.21.12 Floor Finishes

3.21.13 See finishes schedule for floor finishes, for all tenures.

3.21.14 For rented, in rooms where the whole floor area is deemed to be a wet area, vinyl skirting incorporated into the vinyl floor finish must be used. If the Shared Ownership specification requires vinyl, it should be cushioned and fitted to the edge of the skirting boards.

- 3.21.15 All exposed edges of vinyl flooring/tiles must be finished with an approved aluminium edge trim.
- 3.21.16 All floors in communal areas of flats shall be finished as set out in the Finishes Schedule. All communal external entrances shall receive barrier matting (Cair matting not acceptable) at least 1500mm in length, for the full width of the entrance hall.
- 3.21.17 Ceiling Finishes
- 3.21.18 To control noise in communal halls and stairways, ceilings should be covered with an acoustically absorbent tile classified by BS EN ISO 11654:1997 as Class C or better.
- 3.21.19 Plasterboard to ceilings in bathrooms and en-suites shall be moisture resistant grade.
- 3.21.20 All ceiling and coving (where required) surfaces shall be painted with a minimum of 1 no. mist coat and 2 no. full coats of vinyl matt emulsion paint. Artex or equivalent is not permitted.
- 3.21.21 All pipework and plumbing to be concealed and finished to match adjacent wall / floor finish with access for maintenance and repairs.
- 3.21.22 Not used

3.22 Mechanical and Electrical Services

- 3.22.1 Sanitary Appliances
- 3.22.2 Where not set out in the Finishes Schedule, these shall be as follows:
- To Rented units, provide a polyester shower curtain with silver shower rail.
 - To Shared Ownership, provide a fixed glass chrome shower screen. Refer to finishes schedule.
 - WC suites shall be white low level 6/4 litre low dual flush vitreous china with a white heavy duty seat and cover. (Rented). Shared Ownership may require a close coupled or concealed cistern – see finishes schedule.
 - Shower trays shall be standard low level 800 x 800mm (minimum) white glazed fireclay with a slip resistant surface. Provide an approved proprietary glazed screen shower enclosure including single opening door that prevents the egress of water. (Rented). Shared Ownership shower trays should be white stone resin and as large as the space permits. See finishes schedule.
 - Baths and wash basins in rented units to be provided with matching plugs and chains. See finishes schedule for Shared Ownership.
- 3.22.3 For rented units, bath panels shall be proprietary moulded plastic panels from the same source and range as the bath (unless otherwise agreed with the Client). Bath panels to be removable and secured on a full softwood framework. See finishes schedule for Shared Ownership.
- 3.22.4 Cleaner's sinks to be 510 x 380 x 535 high glazed fireclay Belfast 'type' sink complete with stainless steel bucket grating and stainless steel leg supports. Hot water supply to be by electric instantaneous heater.

- 3.22.5 All fittings must have a white (or complementary colour) mastic seal between them and adjoining surfaces.
- 3.22.6 Ensure that the maximum fitting consumption complies with the latest requirements within Part G of the Building Regulations.
- 3.22.7 For all other ancillary items, refer to appropriate finishes schedule.
- 3.22.8 Waste Water
- 3.22.9 Trapped MuPVC standpipe should be provided adjacent (but not within) the washing machine and dishwasher space, with a removable stop cap attached to a chain fixed to the wall for use when the washing machine and dishwasher are not installed.
- 3.22.10 All pipes and fittings shall be PVCu with solvent welded joints, white in colour.
- 3.22.11 Pipework should be routed so as not to obstruct or restrict appliance spaces.
- 3.22.12 Pipework below ground shall be in accordance with Building Regulations requirements.
- 3.22.13 Rainwater
- 3.22.14 For houses, Gutters and downpipes shall be a heavy gauge UPVC system in black, unless planning permission or the Client stipulates otherwise. For Flats, Gutters and downpipes are to be metal. Aluminium or PVC coated steel gutters and downpipes shall be used in communal areas where there is a high risk of damage.
- 3.22.15 Ideally Porch/canopy roofs would not shed water on to access paths but this is dependent on the planning approved drawings
- 3.22.16 Internal gutters and downpipes will not be permitted other than through flats. External gutters and downpipes are preferred.
- 3.22.17 Pipework below ground shall be in accordance with Building Regulations requirements.
- 3.22.18 Hot and Cold Water Installations
- 3.22.19 Primary heat source to be air source heat pumps
- 3.22.20 Hot water storage cylinders fully insulated (insulation shall be 50mm thick minimum) storage direct cylinders with a minimum capacity of:
- 120 litres for one bathroom and kitchen (1 to 3 bedroom)
 - 150 litres for one bathroom and kitchen (2 to 3 bedroom)
 - 180 litres for one bathroom and kitchen (4 bedroom)
 - 210 litres for two bathrooms, with one shower and kitchen (3 to 5 bedroom)
 - 250 litres for two bathrooms, with two showers and kitchen (4 to 5 bedroom)
 - 300+ litres for larger properties (to be designed by specialist)

- 3.22.21 All hot water storage cylinders shall be fitted with 1 no. 3Kw immersion heater wired to an electrical switch point with a neon light indicator, which is connected to CCU.
- 3.22.22 The main incoming water stopcock shall be located in an easily accessible location.
- 3.22.23 Scale reducers to be fitted to all installations.
- 3.22.24 Ensure that the maximum fitting consumption complies with the latest requirements within Part G of the Building Regulations unless specifically requested otherwise with planning policy, Planning conditions or other authority request.
- 3.22.25 All internal water services shall be in copper or plastic.
- 3.22.26 All vertical pipework runs shall be encased in ducts (except where pipework is located in roof or floor spaces) finished to match surrounding finishes. Suitable removable access panels shall be provided to allow access to valves, rodding points, concealed cisterns, pumps, etc. Any horizontal pipework in excess of 1.5m long shall also be encased in ducts all as noted above.
- 3.22.27 All ductwork or pipework (including SVPs, wastes etc.) cased in ducts, shall be insulated to prevent condensation and to minimise noise pollution, especially where ducts pass through habitable rooms.
- 3.22.28 All pipes in unheated spaces and pipes in heated spaces where there is a risk of condensation shall be insulated.
- 3.22.29 Self-extinguishing foam insulation (minimum 19 mm thick) shall be fitted in roof spaces, on cold water feeds adjacent to the incoming mains, and, on long pipe runs to outlets
- 3.22.30 All hot and cold services to have 'Ballofix' valves fitted immediately before each sanitary fitting, hot water tank and sink.
- 3.22.31 Provide hot and cold water supplies to the washing machine spaces, and cold water supplies to dishwasher spaces.
- 3.22.32 Provide an external hose bib tap adequately insulated from frost to all units with private gardens.
- 3.22.33 Provide a lockable external hose bib tap to communal garden and communal bin store, adequately insulated from frost.
- 3.22.34 Provide cold water supplies and taps to serve each cleaner's store.
- 3.22.35 Provide drain valves on all pipework legs to allow the system(s) to be fully drained down.
- 3.22.36 Heating Installations
- 3.22.37 Each dwelling shall be provided with an ASHP System
- 3.22.38 The system shall consist of pre-painted rolled top radiators unless otherwise agreed.
- 3.22.39 Not used
- 3.22.40 Not used

- 3.22.41 Not used
- 3.22.42 Not used
- 3.22.43 Not used
- 3.22.44 Not used
- 3.22.45 For future maintenance and servicing purposes, ASHPs should be easily accessible without the need for access equipment.
- 3.22.46 Not used
- 3.22.47 Not used
- 3.22.48 Not used
- 3.22.49 The central heating and hot water system must be designed in accordance with current British Standards to meet the assessed needs of the dwelling occupants. The system should provide hot water storage; a primary heat source capable of raising the temperature of water from 10°C to 60°C within one hour; and, a primary heat source sized to provide heating and hot water simultaneously including an adequate recovery margin. The system shall be fully pumped with no gravity circulation permitted.
- 3.22.50 Not used
- 3.22.51 Where heating and hot water systems are to be of the un-vented type, hot water to be supplied from a separate un-vented hot water storage unit.
- 3.22.52 Where heating to be pressurised it should be by a separate pressurisation unit installed adjacent to the hot water storage cylinder.
- 3.22.53 Not used
- 3.22.54 A suitable permanent connection to the foul waste pipe should be used and all other relevant guidance in British Standards and/or the boiler manufacturer's instructions should be followed.
- 3.22.55 The central heating system must be designed to achieve the following internal air temperatures assuming a base external air temperature of -3°C and allow individual control of heating output.

Room(s)	Air temp deg C	Air changes per hour
Living Room	21	1.5
Dining Room	21	1.5
Bedroom	18	1
Hall/Landing	18	1.5

Bathroom/Ensuite	22	2
Toilet	18	2
Kitchen	18	2
Utility Room	18	1.5
Study	21	1.5

3.22.56 All pipework except radiator tails shall be concealed in floors or in approved vented ducts.

3.22.57 Warm air systems are not permitted.

3.22.58 Small-bore central heating systems are preferred. Micro bore and mini-bore central heating systems are not permitted.

3.22.59 All systems shall include for thermostatic radiator valves to all radiators except those in hallways. In hallways a wall mounted room thermostat shall be provided.

3.22.60 To Rented properties, a standard radiator with thermostatic radiator valves shall be fitted to bathrooms & en-suites (where applicable) with a separate chrome towel rail nearby. In the Shared Ownership dwellings a chrome heated ladder towel rail (dual fuel) with appropriate BtU should be provided. The tails of the heated towel rail should face inwards.

3.22.61 Communal areas in blocks of flats shall generally not be heated and the Employer will only consider it where it is not practicable to achieve the requirements of Part L of the Building Regulations for the individual flats.

3.22.62 All systems including programmers, thermostats, and thermostatic radiator valves must be tested for a minimum 24 hour period prior to snagging. The systems must then be flushed out and refilled, adding an approved rust inhibitor.

3.22.63 A suitable scale reducer is to be fitted where combination boilers are fitted.

3.22.64 Low Surface Temperature radiators should be installed in properties adapted for wheelchair users and other vulnerable residents with specific needs.

3.22.65 The Developer is to include attendance to breakdowns within 24 hours of the fault being reported, or within 4 hours for complete heating and/or hot water failure.

3.22.66 Residents are not expected to 'top up' systems where a drop in pressure has been reported on more than one occasion, therefore call outs within the first 12 months are to include attending to a drop in system pressure.

3.22.67 Installers are to notify relevant third parties (such as Gas Safe, Building Control, boiler manufacturers etc) in relation to the installation within 14 days of commissioning.

3.22.68 Air vents serving the building are not to be positioned within 180mm of gas meter boxes,

- 3.22.69 RHP reserves the right to undertake random inspections, water sampling and checking of credentials by suitably qualified persons.
- 3.22.70 On sites where gas is not readily available, consideration will be given by the RHP Project Manager to electric or oil-fired heating – design and specification to be agreed on a project specific basis.
- 3.22.71 Ventilation Installations
- 3.22.72 Ventilation shall comply with the requirements of the Building Regulations. The Client prefers simple mechanical extract fans to MVHR. The preferred fans for rented units (for future maintenance purposes) are Vent Axia Revive 7, however the Client may consider alternatives. Where this is installed, the exchange unit must not be installed in the roof void, but at high level within a cupboard.
- 3.22.73 Where passive stack ventilation is provided in flats, this shall be fan assisted.
- 3.22.74 Mechanical extract ventilation fans shall have humidistat settings with integral temperature set back, which the occupant cannot override. Fans contained in rooms without natural ventilation must be operated by the room light switch and must also have a timed overrun facility set to adequately remove any foul and damp air from the room. Shared Owners should be able to override the mechanical fans in their property.
- 3.22.75 Fan and passive stack ventilation ducts connected to tile vents in roof coverings must be fitted with a condensation trap including an overflow pipe. Fan ducts must not exceed the distance recommended by the manufacturer.
- 3.22.76 Electrical Installations
- 3.22.77 Electrical installation shall be carried out by qualified persons in accordance with current IEE/IET regulations and British Standards to comply with current building regulations and any other statutory legislation. Additional energy efficient reductions may be requested, please refer to planning policy, Planning conditions or other authority request.
- 3.22.78 Nothing contained within this section shall remove the Developer's responsibility for full compliance with all current regulations, recommendations and requirements.
- 3.22.79 All electrical wiring shall be concealed, and all fittings shall be of the recessed type.
- 3.22.80 The Developer shall be responsible for the provision of the new electricity supply, for serving requisite notices and complying with all necessary arrangements thereof with the local supply authority for fixing the meters and connecting to their mains.
- 3.22.81 Each dwelling shall have an independent supply and meter. Meters shall be capable of being read externally. The Client wishes to approve the location of the meters.
- 3.22.82 Smart meters to be provided where utility supplier provides this as standard.

- 3.22.83 A comprehensive lightning protection system shall be provided in accordance with current British Standards and any other relevant standards.
- 3.22.84 In Rented units, the consumer unit (all metal construction as per BS EN 61439-3) should be sited in a hallway adjacent to the main entrance at the required fixing height in a key lockable enclosure.
- 3.22.85 In Shared Ownership, the consumer unit (all metal construction as per BS EN 61439-3) should (where possible) be sited within a store or cupboard within 3m of the external meter box at the required fixing height. Where the consumer unit would best suit located within store or cupboard that is over 3m (on higher value units), consideration should be taken to install a switched fuse.
- 3.22.86 Smoke (Optical) / Heat & CO alarms to be supplied via an adjacent lighting circuit, not via their own circuit, and interlinked to comply with BS 5839-6 or equivalent current standard.
- 3.22.87 All electrical wiring must be re-wirable with minimum disruption to the structure and finishes. As a minimum plastic channel should be used to cover cables where concealed in plaster or behind dry lining – no exposed surface wiring will be permitted unless with prior agreement from the Client.
- 3.22.88 Dedicated low energy light fittings shall not be used – all fittings shall be capable of taking standard light lamps or energy efficient fittings for kitchens, bathroom and external locations, preferably LED. Refer to finishes schedule for types.
- 3.22.89 Earthing throughout the installation shall be carried out in accordance with the requirements of the IEE/IET Regulations.
- 3.22.90 Further details of the electrical requirements can be found in the Finishes Specification.
- 3.22.91 Socket outlets to be located at 450mm above finished floor level. In kitchens socket outlets to be located at 1125 mm (to the centre of the back boxes) above finished floor level. Light switches to be located between 1100 and 1200 mm above finished floor level. Consumer units are mounted so that the switches are 1350-1450mm above floor level.
- 3.22.92 All properties should be individually tested in accordance with regulatory requirements. RHP reserves the right to undertake random testing of properties for compliance with certification post completion.
- 3.22.93 Lift Installations
- 3.22.94 All lifts shall be in accordance with the RHP standard lift specification Appendix 9 and shall be 'open protocol' in the sense that they can be maintained by any competent contractor.
- 3.22.95 Lifting requirements for wheelchair users and other special needs situations will be discussed on a project by project basis.
- 3.22.96 The Developer shall provide a 12 month, 24 hour emergency and maintenance contract for all lifts. Any additional charge for this must be incorporated into the Contract Sum and will not be accepted as an extra/over cost by the Client. Emergency call outs (trapping, injury etc) shall be attended to within 2 hours maximum.

- 3.22.97 The Developer must arrange for a dedicated GSM emergency telephone line to be installed which must be in operation by handover of the first property.
- 3.22.98 Protective Installations
- 3.22.99 Detailed guidance on the design and installation of fire detection and alarm systems in dwellings is given in BS 5839-6:2004. Also refer to Part B of the Approved Building Regulations and all other current fire legislation to ensure compliance.
- 3.22.100 Fire alarm systems (including AOV systems) shall be 'open protocol' in the sense that they can be maintained and altered by any competent contractor, without the need for special software or equipment from the manufacturer. All parts shall be readily available with a reasonable lead time. Parts and systems shall be selected so that they are unlikely to become discontinued in a reasonable amount of time.
- 3.22.101 There should be at least 1 no. mains connected smoke alarm with optical sensor with built in rechargeable battery interconnected to other smoke alarms on every storey of a dwelling house or flat.
- 3.22.102 Where the kitchen area is not separated from the stairway or circulation space by a door, there should be a compatible interlinked heat detector or heat alarm in the kitchen, in addition to whatever smoke alarms are needed in the circulation spaces.
- 3.22.103 In all properties, British Standard recommended Carbon Monoxide detectors should be installed in rooms. Detectors should be hard wired into the main electrical systems with battery back-up. Battery powered detectors are not acceptable.
- 3.22.104 The Carbon monoxide alarm should be located in the same room as the appliance:
- on the ceiling at least 300mm from any wall
 - or if it is located on a wall, as high up as possible (above any doors and windows) but not within 150mm of the ceiling, and
 - between 1m and 3m horizontally from the appliance or as per manufacturer's instructions.
- 3.22.105 The design of flats should be undertaken to the standards set down in the relevant British Standards and the requirements of the Building Regulations and Fire Officer. Where required by Building Regulations fire alarm systems are to be provided to meet the current Regulations fire detection, fire alarm, emergency lighting, fire extinguishers, fire blankets, sprinklers, fire notices etc. should be provided to comply with the minimum requirements of the relevant legislation.
- 3.22.106 Where a fully addressable intelligent Fire Alarm and Detection System is installed as part of the development to comply with legislation described above, the panel should be located where it can be viewed and tested by a person standing on the ground floor, and near the entrance so it can be easily found by the Fire Service. The panel should be easy to use and easy for sounders to be tested. If the FADS is fitted and zoned, a plan illustrating the zones is to be provided to RHP prior to handover (PDF format either A3 or A4 as requested) and a copy displayed in the block (using a covered notice board).
- 3.22.107 Sprinklers shall be designed and installed in accordance with the current version of BS9251 in all multi-occupancy blocks. The Developer shall ensure that as part of their Building

Control application, the London Fire Brigade have been fully consulted regarding the fire strategy and have approved all active or passive fire protection design elements.

- 3.22.108 In communal areas of flats or mixed-use buildings, a covered notice board for statutory fire safety information should be fitted in the ground floor communal areas away from any source of heat. Fire notice board to be contained within fireproof and tamperproof noticeboards
- 3.22.109 In communal areas of flats or mixed-use buildings a vandal-resistant premises information box (PIB) shall be fitted externally at high level, close to and within sight of the main entrance for the Fire Service. The Developer shall provide the following information for the box as a minimum:
- A4 Example of London Fire Brigade Operational Contingency Plans.
 - Simple plans and or schematic representations of the building and any relevant information relating to equipment/fixed installations design and operation provided for means of escape or fire-fighting operations.
 - Basic operating instructions for fire protection and fixed firefighting equipment.
 - A master key/fob to allow entry to service/riser cupboards and the main entrance door.
- 3.22.110 The Developer shall ensure that the PIB has a key which is fully accessible and has been approved by London Fire Brigade e.g. Gerda key.
- 3.22.111 Where emergency lights are fitted in communal areas, a 'fish tail' key and test switch should be provided in a location that is easily accessible and can be tested by a person standing on the ground.
- 3.22.112 Fire signage plan to be produced/obtained by the Developer and supplied to RHP as a requirement of Building Control.

3.23 Communications Installations

3.23.1 Telephone

- 3.23.2 Provide B.T. telephone points (or Hyperoptic or relevant other provider) as described in the relevant finishes schedule. Telephone points must be situated adjacent to a socket outlet.
- 3.23.3 Master connection point to be located within cupboard where possible.
- 3.23.4 All lifts shall be provided with a dedicated emergency telephone line. The Developer shall arrange for the connection and phone number.

3.23.5 Television/Radio

- 3.23.6 A TV/satellite reception audit will be required before any installation occurs.
- 3.23.7 Television reception systems in houses and bungalows shall be designed and installed to obtain all free to air digital terrestrial channels. Provide co-axial cable in a concealed conduit running from an external television aerial via the roof space to a recessed TV/FM/DAB aerial pattress box located within rooms as per the finishes schedule for that tenure. Provide, fix and

connect separate external television and FM/DAB aerials. Supply test certificates indicating the strength of signals achieved.

3.23.8 In addition to the previous clause, also provide co-axial satellite dish cables in a concealed conduit running from the roof space to a recessed TV/FM aerial pattress boxes located within rooms as per the Finishes schedule for that tenure. The co-axial cable should be of suitable length to enable it to be connected to an external satellite dish, depending on the future location of the satellite dish, the cable should be a minimum length of 7 metres. It will be the owner/tenant's responsibility to pay for the installation of the satellite dish and decoder in order to receive satellite broadcasts. Needs to be able to receive Sky+ and Sky Q.

3.23.9 In flats, an Integrated Reception System shall be designed and installed to support terrestrial analogue/digital/satellite, digital/FM radio, and Sky+/Q, with connections to all dwellings. Run all cables in a concealed conduit running from the roof space to a recessed pattress boxes located within rooms as per the Finishes schedule for that tenure. Test system and adjust, as required. Equipment to be located within roof space and be accessible from communal entrance areas via a lockable hatch located above the top communal landing or in separate Landlord's cupboard. It will be the tenants'/owners' responsibility to pay for and receive satellite broadcasts.

3.23.10 Supply and install concealed ducting system for cable TV system to be run to each dwelling with outlet provided adjacent to TV pattress boxes. The ducting system should be fully accessible and provided with draw wires to satisfy the requirements of the licensed Cable Television Company covering the area. Ducting for any one dwelling should be via the communal area and under no circumstances should ducting be routed through one dwelling to access another. In flat developments a communal system shall be provided. Liaise, organise and fully fund the provision of new cable TV supplies through to each of the units of accommodation.

3.23.11 Door Entry

3.23.12 A door entry system compliant with the PAS24 standards is required to all flats where a communal entrance is utilised. The system shall be compatible with RHP's preferred KMS system, and shall comprise:

- Video and audio entry
- "Fail-safe" electronic keeps which unlock in the event of mains failure or fire alarm.
- An over-ride facility switch or code number for emergency access by the Police or Fire Brigade. The type and key reference should be agreed with the Fire Prevention Officer.
- A "silence" or "call mute" facility.
- An code number to allow 'tradesman' access for the postal service, other deliveries etc.
- 'Maglock' or equivalent to be agreed with fob operation externally and lever internally should be used, to the main entrance door. The lock system should be specified with a bolt holdback mechanism.
- A recessed entrance phone panel, suitably protected from the weather with a speech grille positioned at an accessible height from ground level.

- The panel should be illuminated with heat sensitive pads of sufficient quantity to reflect the number of units the system is serving. The flat number should be either engraved or highlighted within the heat sensitive pad so that the appropriate pad/flat number corresponds.
- The phone panel must be secured in a manner which is vandal resistant, particularly concerning the speech grille and is to have a stainless steel face plate.
- Handsets capable of two-way speech communication and incorporating a single push button release should be located within the halls of the flats in a position to be determined. The Developer should make provision to allow for additional audibility facilities should the flat layout be such that a caller cannot be heard in any of the rooms.
- The door entry system should be connected to the Landlord's supply and shall be provided with a battery back-up.
- At handover the Developer should provide all the necessary operation documents together with a quotation for the annual maintenance of the system by the supplier or company approved by the supplier to maintain their equipment.
- All door entry systems are to be compliant with the London Plan SPG 2016 requirements relevant to the size of the development.

3.23.13 All works are to be carried out in strict accordance with the IEE/IET.

3.23.14 Warden Call

Not applicable.

3.23.15 Digital Technologies/Data

3.23.16 Depending on tenure and availability within site area, dwellings shall be provided with ducting to allow the future installation of smart cabling (if not already installed). Ducts and draw wire shall be provided to allow for the future installation of Category 7 (or latest equivalent) data wiring with outlet points provided within rooms as per the Finishes schedule for that tenure. Outlet points shall be adjacent to a double socket outlet.

3.24 Builder's Work in Connection with Services

3.24.1 Where floor ducts are used these should be of a good quality proprietary system with metal tray and accessible plywood cover or similar.

3.24.2 Vertical pipework drops shall be located in corners of rooms and be boxed in.

3.24.3 Low-level exposed horizontal pipework in flats will be covered with a proprietary boxing or a boxing built out of skirting.

3.25 External Site Works

3.25.1 Layout

3.25.2 Access and circulation to be logical, legible, safe and inclusive.

- 3.25.3 Secure by Design principles should be taken into consideration where appropriate and provided as per the requirements of the London Plan. Security provisions generally shall be in accordance with the current standards of the relevant funding body (RHP can confirm what these are if necessary).
- 3.25.4 Public open space to be visible and overlooked to provide informal surveillance.
- 3.25.5 Where possible, desire lines to be anticipated and taken into account.
- 3.25.6 Entrances and circulation to provide focal points and opportunities for clear signage and waymarking.
- 3.25.7 Existing site features should be incorporated into the design where possible (trees, topography, views etc.).
- Design (or input into the design) of the following features is to be considered:
 - Waste management strategy and vehicle tracking.
 - Cycle parking and storage for residents and visitors.
 - Appropriate lighting scheme.
 - Parking for visitors and residents including disabled provision.
 - Provision for structural soil systems for long term health of tree planting in hard landscape areas.
 - Final levels of landscape to avoid conflict with damp proof courses, to minimise use of steps and wherever possible keep ramping below 1:20 gradient threshold where handrails would be required.
 - Provide level threshold access to the principal entrance storey.
- 3.25.8 Hard Landscape
- 3.25.9 Boundary treatment to be secure, robust and appropriate to neighbouring character and context.
- 3.25.10 External access to rear gardens to be provided, along with patios.
- 3.25.11 Overhanging balconies, subject to planning, to have hard landscape area below, as soft landscape could struggle with shading and drought issues.
- 3.25.12 Where space allow, end of parking bay rows to have wider spaces adjacent to planting beds to allow ease of car door opening and space for robust groundcover planting.
- 3.25.13 Service lids to be entirely within or outside of hard surfaces (not straddling both) and align with edges and coursing wherever possible, utilising recessed covers where appropriate.
- 3.25.14 Haunching for kerbs and hard surfaces to be minimised under grass and planting beds to ensure maximum soil depth for healthy growth.
- 3.25.15 Unadopted Roads and Car Parking

- 3.25.16 Unadopted vehicle circulation areas, (such as access road, service roads and turning heads) shall be designed to the same standard as adopted and to safely withstand the loadings of refuse vehicles, fire engines and the like without deforming or subsiding. The minimum total thickness of construction should not be less than 450mm.
- 3.25.17 Car parking bays/spaces shall be designed to withstand the loadings of cars and light vans without deforming or subsiding. The minimum total thickness of construction should not be less than 325mm. Full kerbs and/or bollards are required to restrict access to pedestrian and planting areas.
- 3.25.18 Dropped kerbs are to be provided at the junctions of footpaths with car parking areas. This is in addition to any requirements of the highways authority.
- 3.25.19 Parking bays shall be delineated in traffic line paint in tarmacadam areas and contrasting block in block paved areas. Refer to external works layout for finishes. The Client will propose the allocation of parking spaces. The Developer will propose the marking up of spaces to be agreed by the Client. The proposal should comply with Secure by Design principles. This needs to be agreed within 3 months from Start on Site as this will form part of the sales contract.
- 3.25.20 Disabled parking spaces should be designated as such on a post. In the event that wheelchair units revert to general needs, the wheelchair parking designation can then easily be removed.
- 3.25.21 Parking bays/spaces shall be drained to the approval of the Local Authority and the Environment Agency. Areas shall be adequately drained to prevent ponding or pooling of surface water. When a drive or hardstanding does not fall towards the footway for its full length, adequate surface water drainage shall be provided and be laid to falls to ensure that the water runs away from the dwelling and any integral garage. Gradients for drives shall not exceed 1:20 (no greater than 1:12 if unavoidable). Sudden changes in gradient shall be avoided.
- 3.25.22 Unadopted Footpaths and Pavings
- 3.25.23 Footpaths shall be minimum 900mm wide with firm, even surfaces.
- 3.25.24 Paths, patios and paving shall be pre-cast concrete slabs (50mm thick, unless stated otherwise within finishes schedule and to BS EN 1340) with slip resistant finish, fall away from the building and have a sealed mortar joint against walls.
- 3.25.25 The following provision in respect of paved areas is required (select as appropriate):
- A path shall be provided from the footpath to the main entrance and shall be at least 900mm wide to an individual dwelling or at least 1.2m wide to a common entrance. Paths shall also be provided to any secondary access.
 - Path from main entrance door to garden entrance gate where this cannot be reached via another path or hard standing.
- 3.25.26 A patio or paving area shall be provided to all private rear gardens. For minimum sizes refer to relevant finishes schedule.
- 3.25.27 Path adjacent to ground floor windows to enable cleaning where easy clean hinges not provided to windows. Paths shall be located sufficiently clear of windows when opened to their fullest extent.

- 3.25.28 Gradients shall be as gentle as possible but shall not exceed 1:12. When an approach to a dwelling entrance exceeds 1:20 the final 1.2m shall be a level platform (subject to a slight fall for the purpose of surface water drainage). Ramps shall not exceed 1:20.
- 3.25.29 All paths, patios etc, shall have a sub-base and fill to suit local ground conditions and to avoid localised flooding.
- 3.25.30 Handrails, balustrades or brick parapet walls as appropriate shall be provided where steps rise more than 600mm.
- 3.25.31 Site Lighting
- 3.25.32 Good exterior lighting is essential and should be provided to all communal areas and areas in need of supervision.
- 3.25.33 All external lighting that falls outside the dwelling curtilage shall be to a standard that would be acceptable to the highway authority for adoption.
- 3.25.34 Light fittings should be sited to avoid nuisance to residents. Lighting should not be positioned in close proximity to bedroom windows. White light is preferred for security reasons. Light fittings should be low energy dusk to dawn controlled units of robust and vandal resistant construction and be readily maintainable – all to be approved by the Client.
- 3.25.35 Non-adoptable external lighting shall preferably be linked to the Local Authority's public lighting system (payment by standing charge to be agreed). Should this arrangement not be possible, the lighting shall be on the landlord's supply and separately metered.
- 3.25.36 The design, location and number of landlord's external light fittings to unadopted areas shall be in accordance with BS 5489 and to the approval of the Local Authority, the local Electricity Board and the Police Secured by Design Officer. All Lights shall have low energy fittings and be as vandal proof as possible. The position and design of landlord's meters, solar clocks, fuses, etc, shall be agreed with the Employer and shall be secure and as vandal proof as possible located within a store or cupboard. In addition to the requirements of BS 5489, the following criteria shall be followed when designing unadopted street lighting to car parking areas and private drives:
- Street lighting columns with lighting fittings used with low energy bulbs, to give a white light and directional spread. The columns shall be positioned so that the directional spread is orientated as far as possible away from dwellings.
 - One lighting column shall be provided to car parking areas enclosed by high walls or fences, where the car parking area has up to six spaces.
 - Two lighting columns shall be provided to car parking areas enclosed by high walls or fences, where the car parking area has seven to 12 spaces.
 - Where private dwellings are not lit by any of the above provisions, street lighting columns shall be provided at 35m centres.
 - Light fittings may be fixed to dwellings, under the approval of the client prior to any work being commenced.
 - The final layout of the private street lighting shall be agreed with the Client.

3.25.37 Street Furniture and Signage

3.25.38 Street name plates and direction signs should be clearly visible and be fixed at an appropriate height in accordance with the Local Authority and Client requirements.

3.25.39 Door numbers and road signs shall be provided in accordance with the requirements of the Post Office and Local Authority. The Developer is to organise these matters and details shall be presented for approval to the Client no later than three months prior to Practical Completion/Partial Possession.

3.25.40 No Smoking signs shall be provided in common areas. The Developer should refer to <http://www.smokefreeengland.co.uk/resources/guidance-and-signage/> for guidance on requirements. Signs shall be approved by the Client before fitting.

3.25.41 Additional street furniture shall be provided as per the planning consent.

3.25.42 Walls and Fences

3.25.43 To rented units, all applicable fence posts and gravel boards shall be of concrete construction.

3.25.44 Unless otherwise shown on the planning drawings, provide either 1800 mm high brickwork walls or treated timber close boarded fence complete with gravel boards to all rear and side boundaries on to public areas unless as detailed on planning drawings.

3.25.45 Provide 1800mm high treated timber close boarded fences with 300mm wooden trellis affixed on top to provide additional security to perimeter fencing.

3.25.46 Provide 1800 mm high treated timber gates within fences or walls to give access to the private rear gardens – 900 mm clear openings required. Gates should be provided with Norfolk latch and 'T' hinges of robust external quality with 200 mm galvanised steel barrel bolts top and bottom. The bolts should be capable of being padlocked. In addition, communal gates shall be fitted with an approved rim lock.

3.25.47 Provide fencing or walls to enclose the front gardens of all properties and any vulnerable private or communal planting areas as shown on planning drawings.

3.25.48 Where shown on planning drawings, boundary walls shall be a minimum of 1 brick thick and have copings with double plain tile creasing course set with minimum overhang of 50 mm and brick on edge coping, and engineering brick up to DPC. Expansion joints should be provided as necessary. All brickwork is to be bucket handle pointed.

3.25.49 Soft Landscaping

3.25.50 All grass areas to be easily accessible for machinery to enable ease of cutting; maximum bank gradients to be 1:3.

3.25.51 Plant palette to provide seasonal interest; ensure form, colour, texture provide succession of events or interest throughout the scheme at all times of year.

3.25.52 Planting design to anticipate growth rates; avoid overgrowing access points, path edges and road kerbs.

- 3.25.53 Plant species to be approved by RHP. Undesirable plants including poisonous and irritant plants, thorny and overly spikey plants, those requiring acidic conditions (e.g. Pieris) and those found difficult to establish healthily (eg. Skimmia) should not be included in the soft landscape scheme.
- 3.25.54 Tree planting size to be determined by location and vulnerability, subject to planning. Ideally tree sizes to be min. 14-16cm girth where specimen trees are appropriate. Tree planting details to include for additional above ground permanent guards where position is vulnerable, appropriate support system and underground watering / aeration provision.
- 3.25.55 Hedges to have post and 2 line wire fence to centreline of the hedge to provide support and deter pedestrian access though hedgeline
- 3.25.56 Climbing plants to walls and fences (and their support systems) to be agreed with RHP as dependent on tenure and locations. No self-clinging climbers to be specified.
- 3.25.57 Planting adjacent to parking bays to be low groundcover to ensure ease of car door opening and potential trampling.
- 3.25.58 All planting beds to have 75mm depth bark mulch at completion.
- 3.25.59 Where planting beds are inaccessible weed suppression membrane to be detailed between soil and mulch.
- 3.25.60 Where planting is required on steep banks (over 1:2) then soil stabilisation membrane to be detailed.
- 3.25.61 Where against buildings, rear of planting beds to have 500mm wide unplanted bark mulch strip for maintenance access.
- 3.25.62 No planting to be detailed under overhanging balconies, bay windows etc.
- 3.25.63 Long term management should be considered at early stage to ensure ease of maintenance.
- 3.25.64 The Developer shall comply with the 'Specification for Soft Landscape Works' enclosed in Appendix 3.
- 3.25.65 All areas designated for grass shall be in accordance with the relevant finishes schedule. This includes all front and rear gardens to houses. In communal areas 150 mm wide precast concrete mowing margins are to be provided against buildings.
- 3.25.66 Land drainage must be provided if the soil conditions are conducive to waterlogging.
- 3.25.67 Land drains should be connected to a suitable outfall and lockable rodding points provided for future maintenance.
- 3.25.68 Existing Trees and Hedges
- 3.25.69 Existing trees and hedges shall be retained unless future structural stability of dwellings or other construction is likely to be jeopardised. The proposed removal of any existing tree or hedge shall require Local Authority approval.

3.25.70 Adequate precautions shall be taken against damage caused by heave in shrinkable soil when existing trees, hedges or shrubs are removed. All roots shall be grubbed up.

3.25.71 When existing trees and hedges are retained they shall be pollarded, lopped or trimmed as necessary. Allowance shall be made, and account taken of continued growth both above and below ground and, if necessary, alternative routes for mains and services shall be considered.

3.26 External Site Structures

3.25.72 Bin Storage

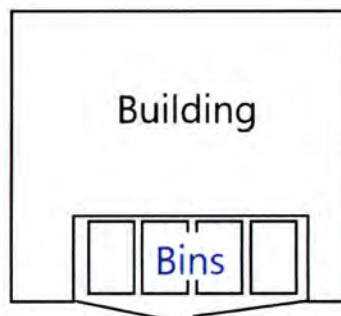
3.25.73 Where bin storage is required, the Developer to provide external bin of 80 litres capacity to each dwelling with a private garden unless prescribed differently by the Local Authority. In all other cases provide dustbins, wheelie bins and/or euro bins in accordance with the requirements of the Local Authority.

3.25.74 Bin Stores to be constructed to include a roof, secure door and ventilation, and should have appropriate vandal proof light internally.

3.25.75 For communal bin stores, the Employer's preference is for stores to be located externally. However, stores can be located within the building as long as this is dealt with sensitively and proper ventilation and security arrangements are in place.

3.25.76 Communal stores shall be conveniently positioned for the user as well as collection operatives, take into account any steps and gradients and other changes in level which might prove an obstacle to collection, and shall preferably be located at the front of each unit. The design shall enable ease of access without damage to the enclosure, be easily cleaned and internal surfaces shall be durable, fire resistant and washable. Where design allows, bin stores shall be designed to have a footprint similar to Diagram A below, allowing for all of the bins to be immediately inside the doors to avoid rubbish being piled up around the bins. As mentioned previously, the bin store does not necessarily need to be incorporated within the structure of the building provided that the requirements above are met.

Diagram A



3.25.77 Communal refuse storage areas shall be sited away from boundaries adjoining public roadways and footways, be screened and shall be conveniently accessible to every dwelling served

Refuse areas should contain wash down facilities comprising a lockable cold tap with removable head, and gully.

3.25.78 All containers must be accessible to people with a disability including wheelchair users and sited on a hard, level surface.

3.25.79 If separate to the main building, stores shall generally be brick built (unless other approved), have a flat or preferably a pitched roof, be artificially lit (with a PIR sensor) and well ventilated. They shall also have insect screens, grilles, louvres or similar, secured with bolts or other locking arrangement to all ventilation openings agreed with the refuse department. Stores shall have child-proof ironmongery and their locations shall consider the proximity to dwelling units, in respect of noise and unpleasant odours in summer months. Access doors shall preferably be steel grilles with:

- 1½ pairs stainless steel 100mm butts (per leaf)
- 2Nr 150mm barrel bolts (SbD approved)
- a facility to secure in the open position with a quick release mechanism
- 150mm 'D' handle (per leaf)
- Locking system as agreed with the Local Authority, with 1Nr key provided for each flat (plus 2Nr for RHP) to be provided at handover

3.25.80 Stores/Garden Sheds

3.25.81 All houses are to be provided with a timber garden shed of minimum size 1.80 x 1.20 m set on a concrete base. Size to be increased where necessary to accommodate cycles appropriate to the number of bed spaces in accordance with planning requirements. Also provide the required number of cycle hoops set into the concrete base.

3.25.82 Clothes Drying

3.25.83 Gardens shall be provided with rotary driers adjacent to the rear garden footpath. Rotary driers are to be robust and guaranteed for a minimum of 10 years. An area of hardstanding must be provided adjacent to rotary driers.

3.25.84 External drying areas should be incorporated into the overall design of flats where possible, with rotary driers provided as per the previous item. Confirm with Client how many driers are required.

3.25.85 Where flats apply, each flat is to be provided with an over-bath indoor folding clothes airer. This shall be provided but not fitted unless agreed with the Client.

3.25.86 Water Butts

3.25.87 Where provision of an external bib tap is not possible, provide min 150 litre to all 1-2 bed dwellings and 200 litre to 3 bed + dwellings with private gardens on a raised plinth (constructed of brickwork with a precast concrete paving slab top) and connected to a rainwater downpipe via a bypass type connector.

3.27 Caretaker's hub

3.27.1 Where requested by the Client, a Caretaker's Hub shall be incorporated into the design of the new building.

3.27.2 The finishes for the Hub are contained in the finishes schedule in Appendix 10.

4. Contract Procedures

4.1 Tendering/Subletting/Supply

- 4.1.1 The Developer must include for all work shown or described in the Employer's Requirements as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 4.1.2 Not used
- 4.1.3 The Developer shall tender based on the approved warranty scheme specified in this document.
- 4.1.4 The Developer 's proposed master programme or a summary thereof showing the sequence and timing of the principal parts of the Works and itemising any work, which is excluded, must be submitted with the Developer's Proposals.
- 4.1.5 The Developer 's Proposals must include:
- An outline specification of the materials and workmanship proposed (where they differ from the Employer's Requirements), prepared in sufficient detail to permit analysis at tender stage of the quality of the product being offered to the Client. Such specification must include an identification of the products to be used, for example in respect of doors, windows, sanitaryware, electrical fittings, kitchen units, ironmongery etc., if not already stated in the Employer's Requirements.
 - Failure to identify divergences/changes at Tender Stage will be deemed to be agreement by the Developer to comply entirely with the Employer's Requirements.
 - Where tender drawings have not been provided covering the structural solutions for foundations, retaining walls, building frame, etc. the Developer shall provide outline drawings to a suitable scale to permit consideration at tender stage of his proposals.
 - The C Developer 's proposed master programme showing the sequence and timing of the principal parts of the Works and including the manufacturing programme for any off-site fabricated elements. The programme must identify the whole procedure from the date of acceptance of the tender to Practical Completion of the project.
- 4.1.6 Fees chargeable in respect of the Town and Country Planning Act and the Building (Prescribed Fees) Regulations 1980 will be paid by the Developer.
- 4.1.7 A statement must be submitted with the Developer's Proposals describing the organisation and resources, which the Developer proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties. Qualification checks may also be undertaken randomly during the construction phase for any site operative.
- 4.1.8 The Developer must submit the Draft Construction Phase Health and Safety Plan with the Developer's Proposals.

- 4.1.9 The Developer's attention is drawn to the VAT - Construction Industry, leaflet 708 issued by the Commissioners of Customs and Excise in respect of Value Added Tax provisions applicable to this Contract.
- 4.1.10 The Developer 's tendered sum shall be exclusive of Value Added Tax.
- 4.1.11 The Developer must notify the Client seven days before the first application for interim payment the rate of tax to apply to the VAT-exclusive amounts in all applications for Interim Payments and in the Final Statement. Further notification is required if by statute the rate of tax given in the original notice is changed.
- 4.1.12 Provide details of all sub-consultants and the work for which they will be responsible. Collateral Warranties as identified elsewhere in these Employer's Requirements will be required from all those exercising a design function.
- 4.1.13 Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- 4.1.14 Provide details of all subcontractors and the work for which they will be responsible.
- 4.1.15 Collateral Warranties as identified elsewhere in these Employer's Requirements will be required from all those exercising a design function.

4.2 Provision, Content and Use of Documents

4.2.1 Definitions

Manufacturer: The firm under whose name the particular product is marketed.

Product reference: The proprietary brand name and/ or reference by which the particular product is identified.

- 4.2.2 References to particular products are deemed to be as specified in the manufacturer's technical literature which are current on the date of the invitation to tender.
- 4.2.3 If an alternative product to that specified is proposed, obtain approval before ordering the product. Submit reasons for the proposed substitution.

4.2.4 Documentation

Submit relevant information, including:

- manufacturer and product reference
- cost
- availability
- relevant standards
- performance

- function
 - compatibility of accessories
 - proposed revisions to drawings and specification
 - compatibility with adjacent work
 - appearance (provide photographs/diagrams if appropriate)
 - copy of warranty/ guarantee.
- 4.2.5 If alterations to adjacent work are required, advise scope, nature and cost.
- 4.2.6 If substitution is accepted, submit manufacturer's guarantees before ordering products.
- 4.2.7 The substitution of products specified to British Standard or European Standard may be proposed, provided that the substitutes comply with an international standard recognised in the UK. Information relating to this must be submitted at tender stage.
- 4.2.8 Submit documentary evidence for verification when requested. Any submitted foreign language documents must be accompanied by certified translations into English.
- 4.2.9 Developer 's Design and Production Information
- 4.2.10 In the master programme, make reasonable allowances for:
- meeting schedules
 - the time taken in completing design/production information
 - inspection by the EA,
 - any subsequent amendment(s), resubmission(s) and re-inspection(s) when preparing the master programme.
- 4.2.11 Submit to EA the required number of copies of design/production information.
- 4.2.12 Ensure that any necessary amendments to the design/production information are made without delay. Unless and until the EA confirms that resubmission is not required, submit copies of amended drawings etc. to EA, and ensure incorporation of necessary amendments all as before.
- 4.2.13 If the submitted design/production information differs from the Employer's Requirements, each difference must be the subject of a formal request for substitution or Change, supported by all relevant information.
- 4.2.14 Should any amendment to design/production information required by the EA be considered to involve a Change which has not already been acknowledged as such by the EA, notify the EA without delay and in any case within 7 days. Do not

proceed with ordering, fabrication, erection or installation until subsequently instructed.

- 4.2.15 Complete final version of all design/production information and submit to the EA. The information to be provided must include:
- A full specification of materials and workmanship.
 - Working drawings to an appropriate scale including (typically 1:50 scale), but not restricted to, the following:
 - Kitchen layouts with, schedules of fittings and volume totals, and elevation/CGI drawings, at 1:20 Scale. Usually by Kitchen designer.
 - Bathroom, Ensuite and WC layouts and elevation drawings, at 1:20 scale.
 - Electrical layouts at 1:50 scale
 - Plumbing and heating layouts. (usually by M&E designer)
 - Detailed constructional sections through external walls; party walls; eaves; verges; window and door jambs, sills and heads; floors; staircases; and, roofs. Preferably 1:5 scale
 - Detailed constructional plans of floors and roofs including partitions at min 1:50 scale.
 - Substructure plan at 1:50 scale.
 - Sections to pick up all appropriate heights/details required to build at 1:50 scale.
 - Elevations of all sides (inc part section/elevation where building hides part of the required elevation view) at 1:50 scale
 - Floor carcass plans showing any services, voids or relevant information typically shown on carcass plans at 1:50 scale.
 - Staircase designs at 1:20 scale
 - Kitchen electrics at 1:20 Scale.
 - Door and window schedules giving constructional details.
 - Detailed finishes schedule.
 - Detailed external works layouts including soft landscaping plan.
 - Any other reasonable information or details required by the Client or the EA to assess the Developer's design and proposals.
 - All drawings shall indicate where provision has been made for future wheelchair/other adaptations, e.g. drainage, hoist etc.

- 4.2.16 As detailed in a previous section, the Client requires that the Developer supply all information identified, to the EA/RHP to enable the handover information to be collated. Proforma in Appendix 7 of these Employer's Requirements in accordance with the timescales identified.
- 4.2.17 In order to comply with current Health and Safety Legislation, the Health and Safety File and Operations and Maintenance (O&M) manuals should be made available at Practical Completion of the first dwelling. They should be updated and reissued at the Practical completion of each further dwelling when required, to ensure that it is relevant to future homes.
- 4.2.18 The Client will not accept handover of the units unless all information identified as in Appendix 7 has been provided by the Developer including:
 - 4.2.19 Maintenance Instruction and Guarantees:
 - 4.2.20 Obtain or retain copies of all relevant documentation for all Components and equipment, register with manufacturer and hand over on or before completion of the Works.
 - 4.2.21 Provide subcontractors' telephone numbers for Emergency use after completion and during the defects liability period.

4.3 Management of The Works

- 4.3.1 Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- 4.3.2 Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker. Obtain and supply information as necessary for coordination of the work.
- 4.3.3 Developers are required to register the Client projects with the Considerate Constructors Scheme as operated by the Construction Industry Board and to comply with the stated requirements, aims and objectives.
- 4.3.4 The Developer will include for the payment of all registration fees and make due allowance for all costs and financial implications in participating in the Scheme.
- 4.3.5 The Client has adopted equal opportunities policies in its working practices and is opposed to any discrimination on the grounds of colour, race, sex, ethnic or national origin, gender, disability or health, sensory or speech impairment, age, sexual orientation, religion, marital status or any other relevant matter and will not tolerate discriminatory behaviour by Contractors or Sub-Contractors.
- 4.3.6 The Client wishes to promote good neighbourly relations within the areas in which it is working. Developers must ensure that their employees and their Sub-Contractor's employees do not cause abuse or harassment while engaged by the Association.
- 4.3.7 The Developer is required to take prompt and firm action against any employee causing abuse or harassment.

4.3.8 The Client requires that pornographic material must not be displayed within its building sites.

4.3.9 Any smoking or vaping allowed on site by the Developer or any subcontractor, supplier, or site visitor must only be carried out in designated areas in accordance with the law. These areas must be clearly identified by way of appropriate signage and must be located so as not to affect non-smokers (including site neighbours) who do not wish to breathe smoke or vaping fumes.

4.3.10 The Developer shall undertake a full Schedule of Condition of party boundaries where in existence and submit this to the EA.

4.3.11 Before starting work on site submit details, and/or policies and receipts for the insurances required by the Conditions of Contract.

4.3.12 If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Client, the EA and the Insurers. Indemnify the Client against any loss, which may be caused by failure to give such notice.

4.3.13 Record accurately and retain:

- Daily maximum and minimum air temperatures (including overnight).
- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

No extensions of time relating to weather will be granted without evidence.

4.3.14 Materials arising from the site become the property of the Developer except where otherwise stated. Remove from site as work proceeds.

4.3.15 The Developer must give notification of any hazardous substances to the Client as defined in the "Control of Substances Hazardous to Health Regulations" (COSHH) likely to be used during the execution of this Contract.

4.3.16 The Developer shall be responsible for producing a Site Waste Management Plan (SWMP). Waste identification and management options shall be agreed with the Client and a site-specific plan will be drawn up for the development.

4.3.17 A minimum of 60% of waste should be recycled. The SWMP should consider:

- Responsibility.
- Identify waste.
- Identify waste management options.
- Identify transfer stations.
- Plan site handling.

- Communication of plan.
 - Measure waste.
 - Report results.
- 4.3.18 The actual percentage of recycling achieved should be reported regularly at meetings with the Client.
- 4.3.19 The master programme for the Works must be of the bar chart type (Gantt) and include the period between the date of acceptance of the tender to Practical Completion of the project. The programme must also include:
- Schedule of design meetings, preparation of design drawings and details and general consultation and comments of the EA and the Client.
 - A finalisation date for designs (i.e. no changes after this point).
 - Schedule of specification meetings, preparation of the production information and working drawings and general consultation and comments of the EA and the Client.
 - Cut off dates for the major specification items must be indicated.
 - Submission for necessary consents and notification of approvals.
 - Site set-up, handovers, procedures and cleaning site upon completion.
 - Date for provision of fully finished show home(s) and/or marketing suite which will be at least 4 months before first PC
 - Lead-in periods for the various packages of work including any off-site design and fabrication periods.
 - Work by others concurrent with or preceeding the Works Contract, and any relevant limitation on method, sequence or timing (these should be suitably defined in the Contract Documents).
- 4.3.20 The master programme must include adequate time for the snagging and inspection process prior to handover. A minimum period of 14 days is required between the date of the inspection by the EA and the Client, following completion of the Developer 's snagging and defect rectification works, and, the date of handover of dwellings to the Client.
- 4.3.21 The submission of programmes will not relieve the Developer r of his responsibility to apply in writing for instructions, drawings, etc. in accordance with the Conditions of Contract.
- 4.3.22 Inform the EA at least 15 working days before the proposed date for commencement of work on site.
- 4.3.23 Record actual progress on a copy of the programme, to be kept on site.

4.3.24 If any circumstances arise which may affect the progress of the Works, submit proposals or take other action as appropriate to minimize any delay and to recover any lost time. Potential delays shall be notified to the Client via the EA at the earliest opportunity.

4.3.25 Prior to start on site, the Developer shall provide a schedule of required meetings to include monthly site meetings (progress meetings), fortnightly design meetings and fortnightly specification meetings. These meetings will be attended by relevant personnel from the Developer, the Architect, the EA, Development, Sales and other third parties as relevant. Design reviews to be in accordance with Design Evolution Protocol shown within the Agreement for Lease and Development.

4.3.26 The EA will:

- send out meetings invitations via Microsoft Outlook or other agreed medium,
- issue the agendas in advance,
- chair the meetings
- take and distribute minutes.

4.3.27 There may be the need for additional ad-hoc meetings, e.g. with the Sales Team, or to discuss specific issues which may arise on site. These meetings will be arranged by the EA who will take and distribute the minutes/notes as appropriate. The exception to this may be if the Sales Team are leading the meeting, in which case they will take and distribute the minutes.

4.3.28 The EA will hold regular site meetings to review progress and other matters arising from the administration of the Contract. Meetings will normally be held monthly on site. Developer to ensure the availability of accommodation and to attend meetings, informing sub-contractors and suppliers when their presence is required.

4.3.29 In extreme circumstances where certain issues are not able to be resolved in timely manner, or the Principal Contractor's Site/Project Manager, EA and/or Client cannot agree on a matter which is salient to progression of the project, further action may be required to avoid delays. In these cases, all parties may be required to coordinate a meeting with more Senior Management/Directors within their respective organisations. Each party should propose an attendee and the EA will arrange the meeting and take minutes for distribution.

4.3.30 The Developer shall provide a detailed progress report at each progress meeting. Notwithstanding the Developer's obligations under the Contract, the report must include:

- A progress statement with reference to the master programme for the Works.
- Details of any matters materially affecting the regular progress of the Works.
- Designer(s), Sub-contractors' and suppliers' progress reports.

- A Tracker to report on the progress and status of the clearance of the Planning Conditions.
 - Collateral Warranty Tracker
 - Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.
 - A record of inclement weather encountered in the preceding month plus a cumulative total.
 - A record of the health and safety method statements held on site.
 - A copy of the health and safety site inspection reports.
 - A record of any health and safety incidents in the preceding month plus a cumulative record.
 - Details of number of operatives on site, the number of skips and nature of the waste removed.
 - A schedule indicating the sub-contractors and suppliers appointed and details of the works they have been appointed to undertake.
 - Progress photographs on a monthly basis showing the extent and general detail of the work completed in that month. This should specifically include work which will be concealed, such as fire collars, gas pipework concealed in screed etc.
- 4.3.31 The Developer shall give notice of the anticipated dates of completion of the whole or parts of the Works.
- 4.3.32 The Developer shall ensure that the necessary access, services and facilities are complete.
- 4.3.33 A Notice must be issued to the EA 8 weeks before the proposed date of completion, with a Final Notice being issued 4 weeks before the agreed date of completion of the whole or part of the Works.
- 4.3.34 Before starting work on site, the Developer shall submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Based on the programme for the Works, an update is to be provided on a monthly basis during the course of the Works.
- 4.3.35 If a proposed instruction requests an estimate of cost, submit within the required timescale, subject to 'Agreement for Lease and Development'. . Include:
- A detailed breakdown of the cost, including any allowance for direct loss and expense.
 - Details of any additional resources required.
 - Details of any adjustments to be made to the programme for the Works.

- Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.

4.3.36 The Developer will inform the Client via the EA immediately if it is not possible to comply with any of the above requirements.

4.3.37 Daywork is not acceptable. Any additional Works shall be agreed as a fixed price prior to being undertaken.

4.3.38 Applications for interim valuations shall include details of amounts due under the Contract, together with all necessary supporting information.

4.3.39 Interim valuations shall be submitted at the monthly progress meeting.

4.3.40 Products not incorporated into the Works:

4.3.41 At the time of each valuation, the Developer will supply details of those products not incorporated into the Works, which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.

4.3.42 When requested, provide evidence of freedom of reservation of title.

4.3.43 In addition to the information required under the Conditions of Contract the Developer shall provide a statement identifying sums subject to standard rated and zero-rated VAT under the relevant provisions.

4.4 Quality Standards/ Control

4.4.1 Where products or works are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of the part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.

4.4.2 Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Developer from any obligations or liabilities under the Contract.

4.4.3 Appropriately skilled and experienced operatives must be employed for the type and quality of work.

4.4.4 Site operatives must be registered with the Construction Skills Certification Scheme.

4.4.5 Operatives must produce evidence of relevant skills/ qualifications when requested.

4.4.6 Generally products shall be new, however proposals for recycled products may be considered.

- 4.4.7 The supply of each product must be from the same source or manufacturer.
- 4.4.8 The whole quantity of each product required to complete the Works must be consistent in type, size, quality and overall appearance.
- 4.4.9 Where tolerances are critical, a sufficient quantity must be measured to determine compliance.
- 4.4.10 Order materials in suitable quantities to suit the programme and use in appropriate sequence to prevent deterioration.
- 4.4.11 Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- 4.4.12 Do not use different colour batches where they can be seen together.
- 4.4.13 Check on-site dimensions.
- 4.4.14 Finished work must not be defective e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.
- 4.4.15 Adjust joints open to view so they are even and regular.
- 4.4.16 Retain on site evidence that the proprietary product specified has been supplied.
- 4.4.17 Submit evidence of compliance with performance specifications, including test reports indicating:
- Properties tested.
 - Pass/fail criteria.
 - Test methods and procedures.
 - Test results.
 - Identity of testing agency.
 - Test dates and times.
 - Identities of witnesses.
 - Analysis of results.
- 4.4.18 An inspection or any other action must not be taken as approval unless confirmed in writing referring to:
- Date of inspection.

- Part of the work inspected.
 - Respects or characteristics which are approved.
 - Extent and purpose of the approval.
 - Any associated conditions.
- 4.4.19 Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
- Appropriately complete.
 - In accordance with the project documents.
 - To a suitable standard.
 - In a suitable condition to receive the new work.
- 4.4.20 Ensure all necessary preparatory work has been carried out.
- 4.4.21 Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to Tender.
- 4.4.22 Submit details of changes to recommendations or instructions.
- 4.4.23 Use Ancillary products and accessories supplied or recommended by main product manufacturer.
- 4.4.24 Comply with the limitations, recommendations and requirements of relevant valid certificates for Agrément certified products
- 4.4.25 The mains supply must be clean and uncontaminated. If this is not certain, do not use until:
- Evidence of suitability is provided.
 - Supply is tested to BS EN 1008 if instructed.
- 4.4.26 One month from start on site, the Developer will schedule fortnightly meetings to discuss and approve samples for the Shared Ownership units. The Developer should set up a tracking spreadsheet detailing all specification items with photos, approval dates and deadline ordering dates.
- 4.4.27 The Developer must comply with all other specification requirements and in respect of the stated or implied characteristics either:
- To an express approval.
 - To match a sample expressly approved as a standard for that purpose.

4.4.28 The Client requires to see physical samples of the following products unless specifically specified in the ERs/finishing schedule. If the proposed model is obsolete, then a replacement model will require approval:

- Facing materials (to include a sample panel erected on site which includes any feature bands or special bricks)
- Roof tiles
- Windows
- Kitchen units, handles and worktops
- Ironmongery
- Sanitaryware, WC seats, dual flush panels, bath panels and brassware
- Shower screen
- Mirrors, toilet roll holders and towel rails
- Shaving sockets, Electrical switches and sockets
- Wall tiles
- Flooring including carpets, underlay, tiles or vinyl
- Lighting proposals- internal & external
- Front door furniture

4.4.29 In addition to the physical samples identified above, the Client requires to see the specifications and product literature of the following products unless they are specified in the Employer's Requirements:

- Rainwater goods.
- Fascias, soffits and the like.
- Staircases, balustrades and handrails.
- External doors and frames.
- Internal doors and frames.
- White goods
- All plumbing and heating components and fittings.
- All electrical components and fittings.

- 4.4.30 Submissions, samples, inspections and tests shall be undertaken or arranged to suit the Works programme.
- 4.4.31 'Approval' relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained in one of the regular meetings arranged at the start of the Contract.
- 4.4.32 Retain approved samples in good, clean condition on site. Remove when no longer required unless the Client chooses to keep.
- 4.4.33 Submissions, samples, inspections and tests shall be undertaken or arranged to suit the Works programme.
- 4.4.34 'Approval' relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal or proceed with affected work until compliance with requirements is confirmed.
- 4.4.35 Retain approved samples in good, clean condition on site. Remove when no longer required.
- 4.4.36 Submit details of methods and equipment to be used in setting out the Works.
- 4.4.37 Check levels and dimensions and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- 4.4.38 Inform the EA when the above is complete, and before commencing construction.
- 4.4.39 Arrange the setting out, erection, juxtaposition of components, and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.
- 4.4.40 Wherever the satisfactory accuracy, fit and/or appearance of the work is likely to be critical or difficult to achieve, obtain approval of proposals as early as possible.
- 4.4.41 Levels of Structural Floors: maximum tolerances for designed levels to be:
- Floors to be self-finished and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
 - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
 - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat(s): +/- 15 mm.
 - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.

- Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.
- 4.4.42 On the site setting out drawing, record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.
- 4.4.43 For new or existing services, comply with the Bylaws or Regulations of the relevant Statutory Authority.
- 4.4.44 Gain Client's approval of locations of all meters. These should generally be in one central location for flats.
- 4.4.45 Notify the Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- 4.4.46 Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.
- 4.4.47 On completion of the work, submit a certificate including:
- The address of the premises
 - A brief description of the new installation and/or work carried out to an existing installation
 - The Developer 's name and address
 - A statement that the installation complies with the relevant Water Regulations or Bylaws
 - The name and signature of the individual responsible for checking compliance
 - The date on which the installation was checked
- 4.4.48 Gas safety certificates to be provided for all units where gas installations have been installed. At least two weeks and shall be dated not more than 30 days before the handover of each property (in the event handover is deferred, the above timescales shall remain and certificates reissued if necessary), submit a certificate to the Client stating:
- The full postal address of the premises (not plot number) at which the appliance or chimney/flue is installed
 - The name and address of the landlord of the premises at which the appliance or chimney/flue is installed
 - A brief description of and the location of each appliance or chimney/flue checked
 - Any defects identified, and the associated remedial action taken.

- Confirmation that the check undertaken complies with but is not limited to, an examination of the requirements referred to in sub-paragraphs (a) to (d) of Regulation 26(9) of the Gas Safety (Installation and Use) Regulations.
 - The name and signature of the registered individual responsible carrying out the check (who should be the individual who carried out the installation)
 - The registration number with which the individual, or their Client, is registered with Gas Safe Register (for the purposes of Regulation 3(3) of GSIUR)
 - date on which the appliance or chimney/flue was checked.
 - Gas certificates on all boilers to show the combustion ratio reading on commissioning certificate.
- 4.4.49 Certificate should be issued only once all works affecting the proper installation of the boiler or chimney/flue to GSIUR, Building Regulations or H&S legislation are completed.
- 4.4.50 Carry out Final tests and commissioning so that services are in full working order at completion of the Works. All properties should be individually tested in accordance with regulatory requirements. RHP reserves the right to undertake random testing of properties for compliance with certification post completion.
- 4.4.51 RHP will arrange for a Fire Risk Assessment (FRA) to be carried out on the property by an approved assessor not less than two weeks prior to handover. The Developer should allow for undertaking any works identified to ensure compliance with the assessment.
- 4.4.52 In addition to the constant management and supervision of the Works provided by the Developer's person in charge, all significant types of work must be under the close control of competent and qualified trade supervisors to ensure maintenance of satisfactory quality and progress.
- 4.4.53 Give maximum possible notice before changing person in charge or site agent, and keep changes to a minimum.
- 4.4.54 Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- 4.4.55 Submit CVs or other documentary evidence when requested, relating to the staff concerned.
- 4.4.56 Where applicable, site organisation staff must include one or more persons with appropriate knowledge and experience of the MMC product being used to ensure compatibility between the MMC product and the Works generally.
- 4.4.57 Submit when requested CVs or other documentary evidence relating to the staff concerned.

- 4.4.58 Prior to overtime being worked, submit details of times, types and locations of work to be completed and the reason the work cannot be completed within normal working times.
- 4.4.59 Minimum period of notice for overtime working is 5 working days.
- 4.4.60 If Concealed work executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Developer's expense.
- 4.4.61 Agree and record dates and times of tests and inspections to enable all affected parties to be represented. Confirm one working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- 4.4.62 Submit a copy of test certificates and retain copies on site.
- 4.4.63 As soon as any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- 4.4.64 Such proposals may be unacceptable and contrary instructions may be issued.
- 4.4.65 Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable. Such measures:
- Will be at the expense of the Developer.
 - Will not be considered as grounds for extension of time.
- 4.4.66 Establish and maintain procedures to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- 4.4.67 Maintain full records, keep copies on site for inspection, and submit copies on request. The content of records shall be (as a minimum):
- Identification of the element, item, batch or lot including location in the Works.
 - Nature and dates of inspections, tests and approvals.
 - Nature and extent of nonconforming work found.
 - Details of corrective action.

4.5 Health and Safety

- 4.5.1 Submit the Construction Health and Safety Plan to the Client not less than 2 weeks before the proposed date for start of construction work.

- 4.5.2 Do not start construction work until the Principal Designer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- 4.5.3 Develop the plan from and draw on the Draft Construction Phase Health and Safety Plan.
- 4.5.4 Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- 4.5.5 Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- 4.5.6 Maintain the stability and structural integrity of the Works during the Contract.
- 4.5.7 Obtain details of design loads, support as necessary and prevent overloading.
- 4.5.8 The Client will make arrangements with the Developer for prospective purchasers/tenants to visit the site. Visits will always be accompanied by an RHP employee or their agent. The Developer shall allow for safe and unhindered access to the unit(s), which may require the provision of temporary access and/or fencing. Viewings shall only occur between 8.30am to 6.30pm Mondays-Fridays and between 8.30 and 5pm on Saturdays. Any time outside the period will be by exception and discussed with the Site Manager. No viewing shall take place during public holidays or the Developer's Christmas shutdown period. The Developer shall allow for minor touching up etc. after viewing by prospective purchasers or tenants.
- 4.5.9 Submit details in advance, to the Client, the EA or the Principal Designer of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- 4.5.10 Provide hard hats, high visibility jackets, a range of sizes of boots, and any other PPE required; maintain on site for the Client and other visitors to the site including prospective purchasers.
- 4.5.11 Protect against the following:
- The use of explosives is not permitted.
 - Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works. Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Protect the site, the Works and the general environment (including streams and waterways) against pollution. If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
 - Use pesticides only where specified or approved, and then only suitable products listed on www.pesticides.gov.uk.

- Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
 - Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
 - Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.
- 4.5.12 Prevent nuisance from noise (radio, shouting or swearing), smoke, dust, rubbish, vermin and other causes. The Client reserves the right to ban radios or the like in the event of complaints.
- 4.5.13 Prevent hazardous build-up of surface water on site, in excavations and to surrounding areas and roads.
- 4.5.14 Report immediately any suspected asbestos containing materials discovered during execution of the Works. Do not disturb. Agree methods for safe removal or encapsulation. Obtain necessary paperwork and provide to EA/Client as soon as available.
- 4.5.15 Prevent personal injury or death, and damage to the Works or other property from fire.
- 4.5.16 Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').
- 4.5.17 Burning on site is not permitted
- 4.5.18 Prevent wetness or dampness where this may cause damage to the Works.
- 4.5.19 Control humidity and the application of heat to prevent:
- Blistering and failure of adhesion.
 - Damage due to trapped moisture.
 - Excessive movement.
- 4.5.20 Waste includes rubbish, debris, spoil, containers and surplus material.
- 4.5.21 Minimise waste and keep the site and Works clean and tidy.
- 4.5.22 Frequently and dispose off-site in a safe and competent manner:
- 4.5.23 Dispose of non-hazardous material in a manner approved by the Waste Regulation Authority.
- 4.5.24 Dispose of hazardous material as directed by the Waste Regulation Authority and in accordance with relevant regulations.
- 4.5.25 Remove rubbish, dirt and residues in voids and cavities in the construction before closing in.

- 4.5.26 Retain waste transfer documentation on site
- 4.5.27 Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 4.5.28 Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.
- 4.5.29 Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- 4.5.30 Work adjacent to services:
- Comply with service authority's/ statutory undertaker's recommendations.
 - Adequately protect and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
 - Identifying services:
 - Below ground: Use signboards, giving type and depth;
 - Overhead: Use headroom markers.
 - Damage to services: If any results from execution of the Works:
 - Immediately give notice and notify appropriate service authority/ statutory undertaker.
 - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner(s) as appropriate.
 - Any measures taken to deal with an emergency will not affect the extent of the Developer 's liability.
 - Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers' recommendations.
- 4.5.31 Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- 4.5.32 Damage caused by site traffic or otherwise consequent upon the Works. Make good to the satisfaction of the Client, Local Authority or other owner.
- 4.5.33 Prevent over compaction of existing topsoil and subsoil in those areas, which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials, and which will require reinstatement prior to completion of the Works.

- 4.5.34 Before starting work submit proposals for protective measures.
- 4.5.35 Preserve and prevent damage to Retained Trees/ Shrubs/ Grassed Areas:, except those not required.
- 4.5.36 Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Developer's negligence, must be replaced with those of a similar type and age at the Developer's expense.
- 4.5.37 In the protected area, unless agreed do not:
- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
 - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.
 - Change level of ground within an area 3 m beyond branch spread.
- 4.5.38 Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.
- 4.5.39 Prevent damage to existing property undergoing alteration or extension.
- 4.5.40 Replacement work is to match existing.
- 4.5.41 Obtain permission as necessary from adjoining owners if necessary, to erect scaffolding on or otherwise use adjoining property.
- 4.5.42 Precautions for Adjoining Property:
- Prevent trespass of workpeople and take precautions to prevent damage to adjoining property.
 - Pay all charges.
 - Remove and make good on completion or when directed.
 - Bear cost of repairing damage arising from execution of the Works.
- 4.5.43 Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- 4.5.44 Support existing structures during execution of the Works:
- 4.5.45 Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.

- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Comply with BS 5975.

4.6 Limitations on Method/ Sequence/ Timing

- 4.6.1 The limitations described in this section are supplementary to limitations described or implicit in information given in other sections.
- 4.6.2 Do not use the site for any purpose other than carrying out the Works. Do not display or permit advertisements to be displayed on site without consent of the EA and Client.
- 4.6.3 Working Hours are to be in strict accordance with the requirements of the planning permission and the local authority's environmental health officer.
- 4.6.4 The Developer is to ensure that all operatives working hours comply with the Working Time Regulations 1998. Documentary evidence is to be maintained and produced if requested by the EA or Health and Safety Executive.
- 4.6.5 For affordable rented units, the Client will wish to make a choice of colour schemes from a limited range covering the colours of kitchen units and worktops, wall finishes and floor finishes. The Developer shall provide all necessary colour charts and samples and shall confirm a programme of latest dates for the provision of the relevant information. The Client will be liaising with customers who will be moving into the new homes.

Sales

- 4.6.6 Show Homes/ Marketing Suite location and strategy to be agreed.
- 4.6.7 Within 6 weeks of start on site, the Client and Developer shall agree which plot(s) are to be used as a show home/marketing suite. Ideally, these plots will be part of the development and will be occupied after handover.
- 4.6.8 The Developer shall attend specific meetings to discuss all requirements for the show home (s), marketing suite and viewing units (as appropriate).
- 4.6.9 If it is not possible to use plots as a show home and marketing suite, then there may be the need to adapt a space (such as commercial) or purpose build a space. The external appearance of the building does not necessarily need to be that of the building proposed for sale but it must convey the image, quality and aspiration of the development as a whole. In this instance, the show apartment must be adjoining the marketing suite if possible and representative of the flats for sale. Views outside of the marketing suite (in a general sense and from the show apartment) will be important to the marketing success.

- 4.6.10 The Developer shall apply for any consents required from the Local Authority that the Client's e.g. use of a portacabin or temporary conversion of commercial space into a marketing suite or show home.
- 4.6.11 Show homes and marketing suites must have a fully fitted kitchen, fixed and operational sanitaryware, walls tiled and floor coverings laid, internal/external decorations complete, electric light and power live, gas, water, drainage (connected and live), central heating boiler operational, garden areas turfed, patio pavings laid with no loose wires, fixtures or fittings. These plots will be snagged, de-snagged, thoroughly cleaned and handed over to the Client 6 months prior to the first sectional handovers. The plots do not have to be handed over to the Client, by mutual consent.
- 4.6.12 If the plots have been handed over, all certification and information required for the handover of a property must be provided at this time e.g. gas safety certificates, Building Control and NHBC sign off, instruction manuals etc.
- 4.6.13 Some internal doors may not be fitted for the duration of the show home (see later) and it is possible that the NHBC will only sign these units off as a marketing suite/show home. On vacation of the units, the Developer will be required to re-attend site and carry out works necessary to achieve full sign off/certification. In the case of a show home, the Developer shall undertake any remedial work including filling and repainting all walls and cleaning/replacing the carpet if necessary to make good for sale. The cost should be included in the contract as a Provisional sum.
- 4.6.14 Client to provide Ongoing repairs and maintenance whilst in use as a show home.
- 4.6.15 These units may be staffed by a member of the Sales Team or a Sales Agent some or all the time.
- 4.6.16 Safe public access to these units is required without the need to report to the site office or make appointments. If possible, there should be specific car parking arrangements and there may be the need to implement hoarding changes to be agreed at the Show Home meeting.
- 4.6.17 In addition, the Client or their Sales Agent may require specific access to specific plots by prior arrangement with the Developer. If PPE is required, this should be made available (see relevant section). The Client or Sales Agent will endeavour to conduct these viewings during normal working hours but by exception, access may be required evenings. If the Developer is involved in these viewing arrangements outside site's normal hours (when site needs to be opened specifically) then the Developer may charge for reasonable costs incurred which need to be agreed in advance with the Client.
- 4.6.18 Surveyors/valuers representing mortgage lenders will also need access to specific plots and will not be accompanied by the Client.
- 4.6.19 Specific Marketing Suite & Show Home(s) requirements
- 4.6.20 The Marketing suite should be large enough to support sales launch events and must not look temporary.

- 4.6.21 The Client will stipulate whether internet provision will be required and the Developer shall prepare for connection. The connection should be at least 4 weeks before the handover of the Marketing Suite/show home.
- 4.6.22 An intruder alarm is to be fitted to the Marketing Suite and show home(s). Additional security arrangements will be discussed, and emergency numbers agreed.
- 4.6.23 The Marketing Suite and access should comply with current legislation relating to Health and Safety and there should be a fire alarm and fire safety provisions in place.
- 4.6.24 There may need to be space for: main reception with comfortable seating, space for a display and marketing area including video/large flat screen, space for a large scaled model of the development with interactive buttons, coffee/drinks/serving area, soft seating for informal discussions, closing area offering a suitable level of privacy, storage areas for sales and marketing materials, work areas for 2-3 staff, comfort areas and kitchenette, unisex visitor WC equipped for wheelchair users.
- 4.6.25 After handover, the Client's interior designer will dress the windows and furnish the units. The Developer should insure the units with evidence of adequate cover provided.
- 4.6.26 Keys will be handed over to the EA/Client and held by the Client or Sales Agent with a signing in/out process. All Developer visits post-handover will need to be approved by the Client before the keys are signed out. No works will be allowed during viewings or immediately before.
- 4.6.27 Keys shall be separated into bunches for each property, labelled with property and plot number, and each key labelled individually, ie window keys, post box keys, patio door keys etc.
- 4.6.28 The show home(s)/marketing suite will be cleaned regularly (including windows), arranged and paid for by the Client.
- 4.6.29 The Developer will be required to re-convert or remove any areas used as a marketing suite to its end use as approved by planning.
- 4.6.30 The Developer shall provide void maintenance advice to the Client, detailing procedures to be followed in the show home(s), marketing suite and other void units.
- 4.6.31 No smoking by any contractors or sub-contractors shall take place in the vicinity of the marketing suite/show home(s).
- 4.6.32 The Developer shall arrange for daily litter picking alongside the hoarding and in the vicinity of the marketing suite/show home access.

Show home(s) and marketing suite interior

- 4.6.33 These units should be completed as an exemplary standard and act as a benchmark for the other units.
- 4.6.34 The marketing suite will be furnished as a sales office and the show home will be fully furnished, including window dressings as supplied by the Client's interior designer

- 4.6.35 Internal doors may not be required to be fitted on some rooms. Doors will be required on cloakroom, bathroom, en-suite, cupboards and wardrobes. All other doors should be fitted just before the purchaser moves in. If hinges are already set in the architraves on delivery, the hinges should be carefully removed, and discreet covers placed into the gaps, colour matching the architrave finish. Doors should not be kept on site unless agreed.
- 4.6.36 The Client shall specify the colour schedule by room (if it differs from the finishes specification).
- 4.6.37 There may be a need for a wallpapered feature wall in the living room and bedroom(s) which will be identified in the Show Home meeting. The wallpaper will be delivered to site for the Developer to install, cost to be agreed and paid for by the Client.
- 4.6.38 Unless already stipulated in the specification document, there may be a requirement to reinforce a wall in the living room (and possibly the master bedroom) and add high-level sockets to take a flat screen TV (provided by the Client).
- 4.6.39 There may be the need to fix a large mirror in the living room. If so, this will be identified in the Show Home meeting, along with any other interior designer requests.
- 4.6.40 Any specification items such as wardrobes should be fitted.
- 4.6.41 The Developer will allow to carry out annual gas servicing until such time as all units have achieved PC and have been handed over to the Client. The Client will confirm if they require a Landlord Gas Safety check.

Show home(s) and marketing suite exterior

- 4.6.42 Visible planting areas should be landscaped. Plans should be agreed with the Developer's landscape gardener and may include additional costs beyond the landscaping plan.
- 4.6.43 Landscaping areas to be maintained as per the landscaping specification.
- 4.6.44 At the Show Home meeting, a requirement for gates or railings/fencing to create a 'rat trap' will be discussed. If required, costs will be extra.
- 4.6.45 Parking arrangements will be discussed as appropriate. Ideally, a secure and clean car parking area should be provided with a minimum of two car parking spaces. Signposting/hoarding may be required, to be discussed at the meeting.
- 4.6.46 The marketing suite or show home entrance should be kept clear of construction works, scaffolding and other obstructions.
- 4.6.47 The Developer shall allow for daily litter picking, sweeping/hosing down of the car parking area and outside of the marketing suite/show home(s) RHP to cover the cost of this.
- 4.6.48 Purchasers will wish to view their actual plot 4-8 weeks before handover to measure up etc.

- 4.6.49 In addition, if no show home is available, access to one of each unit type for sale must be made available to the Client twelve weeks prior to Partial Possession and/or Practical Completion. The units shall be in a suitable state for viewing i.e. fully decorated and cleaned, sanitaryware and kitchen fittings installed. Carpets and white goods need not be fitted although samples/brochures should be available.
- 4.6.50 The Client will arrange all visits to show homes with the Developer. Visits will always be accompanied. The Developer shall allow for safe and unhindered access to the units, which may require the provision of temporary access and/or fencing. The Site Manager or a representative shall be available at all viewing times to ensure safety and security as well as opening/re-securing the plots at the beginning and end of the viewing sessions.
- 4.6.51 In order to comply with current Health and Safety Legislation, CDM file and Operations and Maintenance manuals should be made available prior to Practical Completion of the first dwelling and updated and reissued, as appropriate from time to time to ensure that it is relevant to future homes, prior to the Practical completion of each further dwelling.
- 4.6.52 Contractor or sub-contractors are not allowed to park in any parking spaces allocated to homes that have been handed over.
- 4.6.53 The Developer shall allow RHP to display sales material/advertisements at an agreed location on the site. The Developer shall allow RHP to utilise the marketing name of the development and any additional material to assist with the sale of RHP's units.

4.7 Facilities/ Temporary Work/ Services

- 4.7.1 Give notice of intended siting of spoil heaps, temporary works and services. Alter, adapt and move as necessary. Remove when no longer required and make good.
- 4.7.2 Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Developer 's own site offices. Provide table and chairs for 8 people.
- 4.7.3 Provide and maintain in a clean condition sanitary accommodation for the Client representatives, either separate or shared with the Developer's supervisory staff.
- 4.7.4 The Developer shall allow for the provision of temporary hoardings as necessary to the site boundaries and for adapting as required. Adaptations shall be in line with agreed Phasing Plan.
- 4.7.5 Within one month of starting on site, the Developer should provide a detailed Site Plan for discussion and approval by the EA and Client. The Site Plan should show the location of the site office, canteen, toilets, location of plant, equipment storage, loading bays and other facilities including the Smoking Zone. The Site Plan should show the site entrances and the hoarding lines. It should also identify the location and access of a show home/marketing suite (if relevant).

- 4.7.6 At the same time as the Site Plan, a detailed hoarding plan with measurements shall be required. This plan should identify entrances, gates, pavements and cross overs, trees and sub-stations, meters and lamp posts etc.
- 4.7.7 The hoarding plan should show the modifications that will be required to facilitate access to the show home/marketing suite in line with marketing suite strategy.
- 4.7.8 The plan should also show the hoarding lighting (if relevant). This may need to be altered to fit with the hoarding graphics and will be discussed at the appropriate stage.
- 4.7.9 At this stage (and once the Client has approved said plans) the Developer should identify and allow for any planning approvals and licences to facilitate the hoarding erection. Also, any additional requirements should be identified e.g. the need to put scaffolding in front of the hoarding to create a tunnel or taking down sections of the hoarding for utilities or show home access.
- 4.7.10 The Client will not accept a plan which has obstructions such as barriers in front of the hoarding.
- 4.7.11 The Developer is only allowed to retain statutory signage such as Health & Safety, any Planning notices, Considerate Constructors signage, site signage etc. These notices must be restricted to a less prominent part of the hoarding and must not detract in any way from the marketing messages. The Developer's proposal for this (description of signs, sizes etc) should be submitted at the same time as the hoarding plan. The Client will agree the areas of the hoarding that the Developer can use.
- 4.7.12 The Developer will erect the site hoarding which will be 2.4m high (excluding headers and kickers) in hardwood plywood with internal struts, facing the site. Heras fencing is not acceptable. This will be painted to specific colours determined by the Client. The Client may then require the Developer to affix marketing boards (produced by a marketing agency at the Client's cost) to the hoarding or require a specialist company to design, produce and install panels to the hoarding. These will probably be di-bond or similar and will be at the Client's cost. The panels may change over time.
- 4.7.13 The Client may require the erection of flag poles and will identify the location. The Developer is not allowed to erect flags (branded or NHBC/warranty provider).
- 4.7.14 The Developer shall allow for a weekly inspection of the hoarding. Any damage caused by delivery vehicles will need to be temporarily repaired at the Developer's expense within 24 hours and permanently repaired
- 4.7.15 The Developer shall allow for hoarding to be kept clean with water and detergent as appropriate. Graffiti should be removed and photos taken.
- 4.7.16 Any scaffolding wrap/monoflex and material should be agreed with the Client.
- 4.7.17 The Employer may require other signage at various stages of the construction programme e.g. a large banner from scaffolding or balconies. This will be discussed

as required. The banners would be provided by the Employer and affixed by the Developer.

4.7.18 The Developer should allow for the removal of the hoarding once Works are complete, timing to be agreed with the Client.

4.7.19 In addition to the hoarding/signage described above, within one month of starting on site, the Developer is to propose a temporary name board for GLA compliant signage. Once the Client has approved this, the Developer must immediately obtain approval for, provide, and maintain a temporary name board in accordance with the requirements of the GLA/other relevant statutory body current at the Date of Tender. The signboard should be at least 2400mm x 2400mm and its location agreed with the Client. The Developer will be responsible for obtaining any planning permission required and for paying all charges involved including all sign painting costs. (Sign painting to include Employer's Agent's sign). The signboards should be erected within two weeks of the date of possession. The Developer should allow for the removal and clearing away upon completion.

4.7.20 The information to be displayed on the Client signboard will be provided to the Developer by the Client. The Client out of hours emergency telephone number and Developer's contact number during working hours must always be displayed on the signboard.

4.8 Services and Facilities

4.8.1 Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

4.8.2 The permanent electrical installation may be used by the Developer.

4.8.3 The Developer must make all arrangements for supply and separate metering of electricity for the works and pay all costs.

4.8.4 The Developer must make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.

4.8.5 The Developer must allow for the cost of a modest number of calls made by those acting on behalf of the Client.

4.8.6 As soon as practicable after the Date of Possession, the Developer must provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Developer, Sub-contractors and those acting on behalf of the Client.

4.8.7 The Developer must provide reasonably unrestricted access to and reasonably unlimited free use of an on-site photocopier, which may be located in the Developer's own site offices.

4.8.8 Permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels.

4.8.9 The Developer must take responsibility for operation, maintenance and remedial work.

4.8.10 The Developer must arrange supervision by and indemnification of the appropriate Subcontractors.

4.8.11 The Developer must pay costs arising.

4.9 Charges for Services

4.9.1 Where there are charges for service supplies and where to be apportioned, ensure that:

- Meter readings are taken by relevant authority at possession and/or completion as appropriate.
- Copies of readings are supplied to interested parties.

4.9.2 Provide on-site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

4.10 Work prior to Practical Completion and Operation of the Finished Building

4.10.1 Work Prior to Practical Completion:

All equipment must be commissioned 6 weeks prior to handover.

Notwithstanding the rectification of snagging items following the Employer's Agent's inspection:

- Make good all damage consequent upon the Works.
- Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the Works thoroughly inside and out, including all accessible ducts and voids.
- All fair faced brickwork to be cleaned down and left free from mortar droppings, efflorescence and staining
- Use cleaning materials and methods as recommended by manufacturers of products being cleaned and must not damage or disfigure other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- Roofs to be brushed down and all flashings pointed in
- Rainwater pipes and gutters to be cleared of all debris, leaves or obstructions
- All ironmongery shall have been carefully wrapped and protected until handover
- Hot and cold-water installations, together with heating systems to be drained down if so instructed by RHP and re-commissioned no longer than two weeks before handover
- All sanitary ware and fittings are to be cleaned and polished
- All light fittings, and pendants are to be cleaned and free of paint splashes and fitted with low energy light bulbs
- All socket outlets, switch plates and the like are to be secure, level, clean and free of paint splashes and scratches
- All wall tiles to be cleaned and polished and all paint splashes and surplus grout and mastic removed
- Vinyl floors to be thoroughly cleaned using a proprietary cleaning agent recommended by the floor finish manufacturer
- All areas of the property to be of sparkle-clean standard at handover
- Glass to be film-protected, thoroughly cleaned inside and out, without scratching or scoring to remove marks, grime and all paint and other marks
- All doors, casements, sashes, fanlights and window ventilators to be eased and touched up
- The entire drainage system to be washed through and rodded to ensure that it is entirely clean and running freely
- Manhole covers to be in position and bedded in grease and sand
- All equipment that needs commissioning will be re-commissioned not more than two weeks before handover
- All the necessary bins (including rubbish and recycling) will have been provided

4.10.2 After rectifying the defects prior to handover, thoroughly clean all surfaces inside and out including clearing all gardens. Vacuum clean all floors and wash and dry all surfaces. Clean glazing inside and out to the entire satisfaction of the EA and Client.

- 4.10.3 The Developer shall give the EA and Client a Notice 8 weeks before the proposed date of completion with a Firm / Final Notice being issued 4 weeks before the agreed date of completion of the whole or part of the Works.
- 4.10.4 The Client requires that the dates of handover shall not occur between the first Friday in December and the 7th January. Handover should take place during normal working hours.
- 4.10.5 The Developer shall prepare snagging lists and carry out all remedial works recorded. The Developer shall send copies of the snagging list to the EA and confirm when all Works have been completed.
- 4.10.6 Following completion of the Developer's snagging, not less than 3 weeks prior to the scheduled handover date, the units shall be presented to the EA for their inspection. Any snagging lists generated by the EA shall in turn be rectified.
- 4.10.7 The EA shall return to site not less than 1 week prior to the scheduled handover date to desnag the units against the list previously issued.
- 4.10.8 The Client will be under no obligation to accept Practical Completion where there remain major snags/a large number of snags or incomplete documentation.
- 4.10.9 A representative of the RHP's Lettings Team will take charge of the keys. A member of the Development Team will retain one front door key for each property until the units are occupied, to enable void checks e.g. water flushing to be carried out.
- 4.10.10 The Developer shall prepare a Home User Guide (for each tenure) in an A4 format bound with hard covers and a ring binder. An electronic version is also required. The handbook format shall follow the template provided by the Client, be written in layman's language explaining the location and operation of all service installations and general guidance on cleaning and maintenance. The handbook shall identify the manufacturer and range of all kitchen units, worktops, sanitary fittings and any other proprietary products used in the scheme, which may require replacement or repair.
- 4.10.11 The handbook must include the names and contact phone numbers for the Utility Suppliers used on the scheme.
- 4.10.12 The handbook should also give advice on fixings into walls, condensation etc
- 4.10.13 The draft handbook should be issued to EA/Client for comment at least eight weeks before Practical Completion of the first units and final electronic copies sent to the Client for distribution to the occupier on handover of each unit. An electronic copy will be required for the Client.
- 4.10.14 Two weeks prior to Practical Completion the Developer must submit one set of "as-built" drawings to the EA for comment. The Client will require full sets of the "as-built" drawings at Practical Completion incorporating any amendments required by the EA. Drawings to be provided in both PDF & DWG format. The "as-built" drawings should show the following:
- Estate layout showing road names and postal numbers, dwelling types.

- A site plan(s) showing the actual position and route of all drainage and services together with relevant information e.g. invert levels etc.
- Typical floor layout of each dwelling type with internal gross floor areas and individual room areas indicated.
- Sections showing roof, wall and floor constructions adequately annotated to show construction.
- Elevations of each dwelling type.
- Schematic plans showing all mechanical and electrical installations including equipment and appliances, with all parts annotated and coded.
- Plans of all dwellings (or dwelling types where identical) showing the actual location and route of all above and below ground drainage and services including equipment appliances, control valves, switches and the like.

Two additional copies of the estate layout and plans of all dwellings are required for final valuation and mortgage purposes.

4.10.15 Two weeks prior to Practical Completion the Developer must submit one O&M manual to the EA and client for comment. At handover the Client will require a copy of the full O&M manual on a **'cloud' based storage system** such as We Transfer. All drawings to be in PDF format. Format of other files to be agreed with RHP.

4.10.16 In order to comply with current Health and Safety Legislation, CDM file and O&M manuals should be made available prior to Practical Completion of the first dwelling and updated and reissued, as appropriate from time to time to ensure that it is relevant to future homes, prior to the Practical completion of each further dwelling. The Developer shall provide evidence that these files are being updated throughout the project, and the Client may ask to view this at site meetings.

4.10.17 A proforma (copy of which is attached in the appendix) will be provided by RHP for completion by the Developer on all properties and communal areas prior to handover. This shall be completed and returned in PDF format to the EA and development project manager prior to handover. This should also be added to the O&M Manual. Each Manual must include the following:

- Principal materials and components used in the construction, together and name, address and telephone number of manufacturers and suppliers to include for example; facing bricks, roofing tiles, gutters and downpipes, doors, windows, ironmongery, sanitaryware, taps, kitchen units and fittings, floor finishes and floor covering, wall tiling, heating installations, electrical fittings, external paving, landscaping etc.
- Operating and Maintenance instructions on all maintainable items including fixtures, fittings, finishes and components.
- All manufacturer's guarantees or warranties.

- Confirmation letters and/or certificates from the local planning authority for discharge of conditions that require discharge and building control advising that the completed Works comply fully in each respect. Letters and/or certificates can be on a phase basis with site wide conditions being discharged for overall practical completion.
 - Completed copies of Electricity Board and Gas Board Inspection and Completion Certificates for every dwelling and communal system. All certificates must refer to the postal address and not the plot number.
 - Confirmation from the local Water Authority that the Water Bylaws have been complied with.
 - A copy of the Developer's diary record of the visits made by the Building Control Officer and the NHBC Inspector.
 - Layout drawings clearly indicating the areas, which are to be adopted under Section 38, 104 or any other Agreements.
 - Layout drawings clearly indicating the position of any trees, which are subject to preservation orders.
 - A schedule of main and sub-contractors including addresses and telephone numbers with details of work executed.
 - A schedule of all fixed and variable equipment settings established during commissioning.
 - Full details of heating system with plans and design calculations.
 - Details of any adopted drains with dates works are to be or were adopted.
- 4.10.18 One month prior to handover of the first unit, the Developer shall arrange 'induction meetings' in order to provide training to the Client's staff (Development, Maintenance Department, Lettings as appropriate). The training shall be provided by a suitably qualified person with detailed knowledge of the dwellings' individual and communal electrical and gas appliances, in particular heating programmers and controls. Where relevant, the training should cover photo-voltaic and solar panels, CHP, ground/air source heat pumps, heat recovery systems or other systems. The training should also cover a demonstration of door and window opening, closing and locking (including restrictors and cleaning instructions), door entry/access systems and the operation of lifts. The training should identify the location of water stop valves, electrical control switches, consumer units and other related items. It is anticipated that a training meeting will be required for each handover phase.
- 4.10.19 If requested by RHP's Project Manager, the Developer shall also provide a recorded and narrated demonstration showing basic operation of any equipment or installations the resident will need to use in the normal operation of the home e.g. MVHR, thermostat etc. This only needs to be for one of the new homes in the development, not every unit. The demonstration should not include white goods or any other item gifted to the resident. The recording should be provided to the Client electronically, either via a suitably-sized email attachment or via a 'cloud' based storage system such as We Transfer.

4.11 At Practical Completion

4.11.1 Practical Completion will not be granted unless:

- the properties presented are complete in every respect for occupation including any within curtilage footpaths, car parking spaces, external works and fences.
- the whole of the drainage installation has been cleaned out immediately prior to handover by jetting or other means considered appropriate.
- all the outstanding snagging items have been satisfactorily completed (unless determined otherwise by the Client).
- all the information required by the Principal Designer for incorporation in the Health and Safety File has been submitted to him.
- all the information required has been approved for final SAP assessments and sound test results.
- A Post Construction Stage CfSH assessment or equivalent standards has been completed (if required) and the results submitted to an approved certification Body (BRE or STROMA).
- all Collateral Warranties have been signed, sealed and dated by the Client
- all Building Guarantee Warranties have been issued.
- all Building Control Completion Certificates have been issued.
- All Pre-occupation planning conditions have been discharged (unless agreed otherwise by the Employer and occupation is expressly permitted in writing by the Local Planning Authority).
- the Secured by Design Certificate has been issued (if applicable).
- all mechanical and electrical test certificates have been provided.
- Any identified actions for the Developer recorded within the Fire Risk Assessments for blocks of flats have been completed.
- All requested Marketing, sales and legal information has been provided.
- Any agreements the resident is required to enter into, e.g. for CHP or district heating, have been agreed by the Client.

4.11.2 The Client is under no obligation to accept PC where there are major snags or a large number of snags or if there is incomplete documentation.

4.11.3 All services are to be fully operational at Practical Completion. The Developer shall take and agree meter numbers and readings with the EA at Practical Completion. The Client will be responsible for supplies consumed thereafter. Heating systems shall be run continuously for 24 hours prior to handover inspection. Arrangements may be

made for draining down heating and hot and cold-water systems at Practical Completion and recharging them as required by the Client and these will be priced as an addition to the Contract Works following such instruction.

4.11.4 At Practical Completion the Developer shall provide to the Client the following for each dwelling in clearly and individually labelled bunches:

- 3 No. keys for each external door lock
- 3 No. keys for each key operated external door bolt
- 1 No. (minimum) window lock key per room
- 3 No. radiator keys per dwelling
- 1 No. electric meter cupboard key
- 1 No. gas meter cupboard key
- 1 No. water meter key.
- 2 No. keys for storage of hazardous materials

4.11.5 At Practical Completion the Developer will be required to provide the appropriate warranty scheme approval and certificates.

4.11.6 Leave the works secure with all accesses locked at Practical Completion. Account for and adequately label all keys and hand over to the Client with an itemised schedule, retaining duplicate schedule signed by the Client as receipt.

4.11.7 The Developer shall provide a list of personnel in its employ who can be contacted 24 hours a day to remedy any defects requiring emergency/immediate attention during the Defects Liability Period.

4.11.8 The Defects Liability Period shall be 24 months from the handover of each unit unless otherwise stipulated in the JCT contract document. The end of defects inspection shall be carried out after 12 months from handover, and retention monies released when all items have been carried out to the satisfaction of the Client. However as is normal with building warranties, the period of contractor cover shall normally be 2 years from the date of handover.

4.11.9 The Client may require an additional period on individual plots if they are stock units at handover. The Developer shall provide indicative costs by month for a plot. If required, this will form part of a separate instruction.

4.11.10 Make arrangements with the Client and give reasonable notice of the precise dates for access to various parts of the Works for purposes of making good defects.

4.11.11 The Developer must notify both the EA and the Client when remedial or defects rectification has been completed.

4.11.12 The Developer must rectify defects notified during the defects rectification period in accordance with the response times stated below:

Critical repairs: within 4 hours

To avoid immediate danger to you or the property e.g., structural wall damaged or insecure ceiling or water in contact with electrics

Emergency repairs: within 24 hours

To avoid potential further damage to the property and inconvenience to you, e.g. complete failure of heating and hot water during winter months, failure of lighting or electrical sockets, burst pipes, major leaks, ceiling collapse.

Urgent repairs: within 7 calendar days

Repairs that affect your comfort or convenience, e.g. immersion heaters not working (when another form of water heating is available), loss of heating in one or two rooms, minor water leaks, faulty electrical switches or sockets.

Essential repairs: within 14 calendar days

Repairs that could normally wait but where the resident is vulnerable, and a routine repair of 31 days would be unreasonable, e.g. less urgent but cannot wait 31 days (i.e. minor repairs affecting your comfort or convenience).

Routine repairs: within 31 calendar days

Repairs that can generally wait, with only slight inconvenience to the resident, e.g. minor problems with toilets, baths, sinks, doors or windows sticking, plaster repairs, brickwork and other non-urgent internal and external repairs.

In order to complete jobs, the Developer should notify RHP that the job has been complete by providing the following:

- Job number or reference
- Property address
- Nature of the work carried out
- persons name and contact details (in case we need to contact you to check on information)

4.11.13 Confirmation can be provided to RHP using one of the following methods:

- Phone (should be followed up with an email)
- Email. The EA should be notified at the same time

4.11.14 The Developer must ensure that they have an efficient defects management service in place that can ensure accurate logging, timely remediation and notification of resolution of defects to the Client.

- 4.11.15 Where the Developer operatives are required to visit occupied dwellings to carry out repairs or attend to defects, the operatives will be required to carry an official company identification card complete with a passport sized photograph of the operative. No additional costs will be entertained in cases where tenants refuse to provide access to operatives not carrying ID.
- 4.11.16 In addition to any initial Service Contract required at practical completion, the Developer shall, where appropriate, allow the Client the option of taking up longer term (1-3 years) renewable Service Contracts on items of centralised plant and the like, e.g. boilers, heating and hot water systems, lifts, entry phone installations, landscaping, and the like. Developer to provide quotations to the EA for these purposes 4 weeks prior to Practical Completion.
- 4.11.17 The Developer will comply with the GDPR Regulations. The Client will provide the Developer with contact details for tenants for the sole purpose of making appointments to visit occupied dwellings to carry out repairs or attend to defects. The Developer is required to protect this data and to ensure it is used for no other purpose other to make such appointments. After the EA has confirmed that all defects have been made good and the final retentions have been released, the Developer is required to destroy all contact detail information relating to the tenants and confirm this in writing to the EA and the Client.

5. Schedule of Appendices

Appendix 1	Not used
Appendix 2	Project Brief
Appendix 3	Soft Landscape Specification
Appendix 4	Not used
Appendix 5	Not used
Appendix 6	Handover Requirements
Appendix 7	Operation and Maintenance Manual
Appendix 8	Health and Safety File
Appendix 9	Generic Lift Specification
Appendix 10	London Borough of Richmond and Wandsworth Wheelchair Housing Site Brief
Appendix 11	Finishes Schedule (all tenures)
Appendix 12	Not used

Appendix 1 – Not used

Appendix 2 Project Brief

Appendix 3: Soft Landscape Specification

Appendix 4 Not used

Appendix 5: Not used

Appendix 6 Handover Requirements

Appendix 7 Operation and Maintenance Manual

Appendix 8 Health and Safety File

Appendix 9: Generic Lift Spec

**Appendix 10: London Borough of Richmond and Wandsworth Wheelchair Housing
Site Brief**

Appendix 11: Finishes Schedules (all tenures)

Appendix 12: Not used

Appendix 2B
Developer Works Specification

London Print Room

From: Tom Dickson <TomDickson@hill.co.uk>
Sent: Wednesday, 21 July 2021 14:38
To: Rob Cummins
Cc: Simon Cavanagh; Nick Silk; Calum Kidd; Kirsty Dougan
Subject: Hill Private Sale Spec - Ham Close
Attachments: New-Standard-Finishes-Specification-Document-Classic-Apartments-21-06-21.pdf

This email has been sent from outside of RHP, please proceed with caution.

Rob/Simon,

Please find attached our Private Sale spec. We are proposing gold for the sale apartments at Ham Close.

As I've previously mentioned, we'll need to be flexible about this specification as development progresses, in line with the expectations of the market at the time. The AFLD includes the following:

Developer Works Specification means the specification for the Developer Works as attached at Appendix 2B to include leaseholder options as to kitchens, bathrooms finishes etc. as varied, altered, substituted and/or added to from time to time in accordance with the provisions of this Agreement;

This picks up that things can be varied. You'll note that the baseline specification includes carpet to communal hallways, but since this is still to be finalised, we can agree to vary ahead of finalising specifications etc.

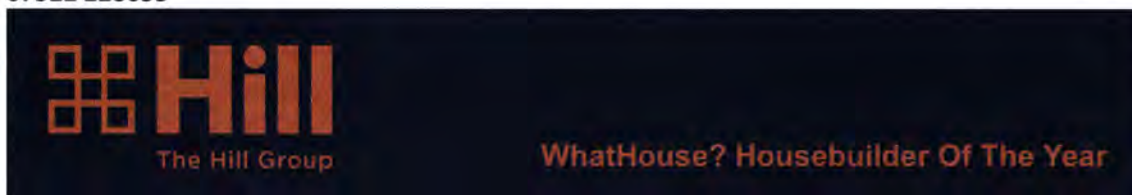
Many thanks

Tom

Tom Dickson

Senior Development Manager

07522 228655



The Power House, Gunpowder Mill,
Powdermill Lane, Waltham Abbey,
Essex, EN9 1BN

T 020 8527 1400 | F 020 8501 8770

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















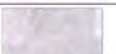


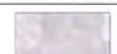








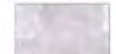









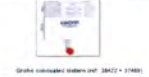
































































































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Hill Holdings Ltd - email disclaimer






















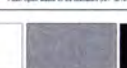









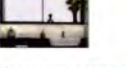


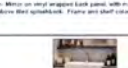



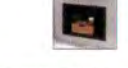



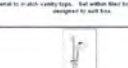
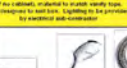



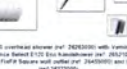








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	BRONZE	SILVER	SILVER PLUS	GOLD
Cooker Hood Extractor	 Zanussi canopy hood ZN601210 (60cm) Ducted or recirculation as required (see M&E spec)	 Zanussi canopy hood ZN601210 (60cm) Ducted or recirculation as required (see M&E spec)	 Zanussi canopy hood ZN601210 (60cm) Ducted or recirculation as required (see M&E spec)	 Zanussi canopy hood ZN601210 (60cm) Ducted or recirculation as required (see M&E spec)
Ceiling Extractor (Below Kitchen Island or peninsula)	 AEG DC6300M Ceiling extractor (60cm) to be installed within ceiling bulkhead Ducted or recirculation as required (see M&E spec). All specifications in recirculation mode as per standard M&E details.	 AEG DC6300M Ceiling extractor (60cm) to be installed within ceiling bulkhead Ducted or recirculation as required (see M&E spec). All specifications in recirculation mode as per standard M&E details.	 AEG DC6300M Ceiling extractor (60cm) to be installed within ceiling bulkhead Ducted or recirculation as required (see M&E spec). All specifications in recirculation mode as per standard M&E details.	 AEG DC6300M Ceiling extractor (60cm) to be installed within ceiling bulkhead Ducted or recirculation as required (see M&E spec). All specifications in recirculation mode as per standard M&E details.
Dishwasher	 To Studio: Zanussi integrated slimline dishwasher (45cm) ZLN1211 To all other apartments: Zanussi integrated dishwasher ZLN1211 (60cm)	 To Studio: Zanussi integrated slimline dishwasher (45cm) ZLN1211 To all other apartments: Zanussi integrated dishwasher ZLN1211 (60cm)	 To Studio: Zanussi integrated slimline dishwasher (45cm) ZLN1211 To all other apartments: Zanussi integrated dishwasher ZLN1211 (60cm)	 To Studio: Zanussi integrated slimline dishwasher (45cm) ZLN1211 To all other apartments: Zanussi integrated dishwasher ZLN1211 (60cm)
Frige Freezer	 To Studio: Zanussi undercounter fridge with ice box ZJ46029 To all other apartments: Zanussi integrated fridge/freezer ZLN181211	 To Studio: Zanussi undercounter fridge with ice box ZJ46029 To all other apartments: Zanussi integrated fridge/freezer ZLN181211	 To Studio: Zanussi undercounter fridge with ice box ZJ46029 To all other apartments: Zanussi integrated fridge/freezer ZLN181211	 Zanussi integrated fridge/freezer ZLN181211
Washing Machine (either in kitchen or utility)	 Zanussi frontloading washer/dryer ZN670604FN	 Zanussi frontloading washer/dryer ZN670604FN	 Zanussi frontloading washer/dryer ZN670604FN	 Zanussi frontloading washer/dryer ZN670604FN
Washing Machine (either in kitchen or utility)	 Zanussi integrated washer/dryer Z1160T320	 Zanussi integrated washer/dryer Z1160T320	 Zanussi integrated washer/dryer Z1160T320	 Zanussi integrated washer/dryer Z1160T320
FLOORING				
Entrance hall (including storage cupboards, built-in wardrobes, etc.)	 Artico Floor plank 182 x 1218, 2mm All profiles: Sun Bleached Oak Artico HT Extra adhesive to be used to all areas Please refer to standard guidance drawing for threshold details.	 Artico Spacia 18x 1218, 2mm plank All profiles: Sun Bleached Oak Artico HT Extra adhesive to be used to all areas Please refer to standard guidance drawing for threshold details.	 Artico Spacia 18x 1218, 2mm plank All profiles: Sun Bleached Oak Artico HT Extra adhesive to be used to all areas Please refer to standard guidance drawing for threshold details.	 Artico Spacia 18x 1218, 2mm plank All profiles: Sun Bleached Oak Artico HT Extra adhesive to be used to all areas Please refer to standard guidance drawing for threshold details.
Carpet to all bedrooms (and study and landing where applicable to program)	 805 Velocity 3207 Please refer to standard guidance drawing for threshold details. All profiles: Light Grey or Graphite	 805 Velocity 3207 Please refer to standard guidance drawing for threshold details. All profiles: Light Grey or Graphite	 805 Velocity 3207 Please refer to standard guidance drawing for threshold details. All profiles: Light Grey or Graphite	 805 Velocity 3207 Please refer to standard guidance drawing for threshold details. All profiles: Light Grey or Graphite
Porcelain Tiles to bathroom and kitchen	 Dixosa An 611 602 x 602 For full details, please refer to standard guidance drawing for threshold details. All Profiles: Grigio with Anico Grati - Dove Grey	 Dixosa An 611 602 x 602 For full details, please refer to standard guidance drawing for threshold details. All Profiles: Grigio with Anico Grati - Dove Grey	 Dixosa An 611 602 x 602 For full details, please refer to standard guidance drawing for threshold details. All Profiles: Grigio with Anico Grati - Dove Grey	 Dixosa An 611 602 x 602 For full details, please refer to standard guidance drawing for threshold details. All Profiles: Grigio with Anico Grati - Dove Grey
Wardrobe Entrance Walling to Corridor and Entrance Hall	 Hekon-metacra G-Standing Heger - Acrylics - width of entrance hall x 150cm min.	 Hekon-metacra G-Standing Heger - Acrylics - width of entrance hall x 150cm min.	 Hekon-metacra G-Standing Heger - Acrylics - width of entrance hall x 150cm min.	 Dixosa E-Spacia 1000x60 in Junction (100cm) with stainless steel edge supports. Full width of walling by 150cm, stop over. Silver Steel in Room
Corridor Entrance Hall, Store and Corridor Cornices	 Dexco Cornice - colour code 909 (see brick pattern)	 Dexco Cornice - colour code 909 (see brick pattern)	 Dexco Cornice - colour code 909 (see brick pattern)	 Dexco Cornice - colour code 909 (see brick pattern)
WALL TILING				
WC/Bathroom En Suite Tiles	 Dixosa An 611 602 x 602 All Profiles: Grigio with Anico Grati - Dove Grey Black bond. Tiles applied required above vanity top Cornice not applied to the wall where necessary	 Dixosa An 611 602 x 602 All Profiles: Grigio with Anico Grati - Dove Grey Black bond. Tiles applied required above vanity top Cornice not applied to the wall where necessary	 Dixosa An 611 602 x 602 All Profiles: Grigio with Anico Grati - Dove Grey Black bond. Tiles applied required above vanity top Cornice not applied to the wall where necessary	 Dixosa An 611 602 x 602 All Profiles: Grigio with Anico Grati - Dove Grey Black bond. Tiles applied required above vanity top Cornice not applied to the wall where necessary
CLOAKROOMWC - FOR DUPLEX APARTMENTS WHERE APPLICABLE				
toilet	 Ideal Standard Concept Air WC (ref 83736) with soft close seat (ref 83811)	 Ideal Standard Concept Air WC (ref 83736) with soft close seat (ref 83811)	 Ideal Standard Concept Air WC (ref 83736) with soft close seat (ref 83811)	 Dorval Doreval floor standing WC (ref 21363) with soft close seat (ref 20673)
Shower	 Grifa concealed showers (ref 2422 + 2146)	 Grifa concealed showers (ref 2422 + 2146)	 Grifa concealed showers (ref 2422 + 2146)	 Grifa concealed showers (ref 2422 + 2146)
Wash basin	 Grifa ConceptPlus Wash plate (ref 3872000) in chrome	 Grifa ConceptPlus Wash plate (ref 3872000) in chrome	 Grifa ConceptPlus Wash plate (ref 3872000) in chrome	 Grifa ConceptPlus Wash plate (ref 3872000) in chrome
Bath / Shower Basin	 Ideal Standard Concept Space Cube bath seat (cover) top 550cm (ref 877981) Min vanity top depth required: 150cm	 Ideal Standard Concept Space Cube bath seat (cover) top 550cm (ref 877981) Min vanity top depth required: 150cm	 Ideal Standard Concept Space Cube bath seat (cover) top 550cm (ref 877981) Min vanity top depth required: 150cm	 Dorval Doreval seat (recessed) bath 550cm (ref 61155) Min vanity top depth required: 150cm
Vanity Basin (not in kitchen M&E)	 Ideal Standard Concept Air bathroom basin (see spec 450mm) (ref 837641)	 Ideal Standard Concept Air bathroom basin (see spec 450mm) (ref 837641)	 Ideal Standard Concept Air bathroom basin (see spec 450mm) (ref 837641)	 Dorval Doreval face basin (see spec 450mm) (ref 67942)
Basin Tap	 Hansgrohe Versis Basin 151 without waste set (ref 1158000) Push open waste to be installed (ref 5210000)	 Hansgrohe Versis Basin 151 without waste set (ref 1158000) Push open waste to be installed (ref 5210000)	 Hansgrohe Versis Basin 151 without waste set (ref 1158000) Push open waste to be installed (ref 5210000)	 Hansgrohe Tolo 8 110 with push open waste (ref 1111000)
Basin Trap (either for floor basin used)	 Hansgrohe Floorset 8 117 chrome bottle trap (ref 5210000)	 Hansgrohe Floorset 8 117 chrome bottle trap (ref 5210000)	 Hansgrohe Floorset 8 117 chrome bottle trap (ref 5210000)	 Hansgrohe Floorset 8 117 chrome bottle trap (ref 5210000)





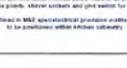
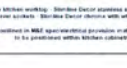
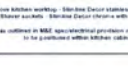
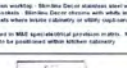
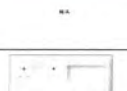



	BRONZE	SILVER	SILVER PLUS	GOLD
Vanity Top	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)
Under Basin Box for address where semi-recessed basin used	 Assort or Medford under basin box for address where semi-recessed basin used. 200 x 600mm, intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 200 x 600mm, intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 200 x 600mm, intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 200 x 600mm, intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.
MAN BATHROOM & SECONDARY EN-SUITES				
Tub	 Small Standard Concept Air Bath to wall WC (ref: E3715) with soft close seat (ref: E3711)	 Small Standard Concept Air Bath to wall WC (ref: E3715) with soft close seat (ref: E3711)	 Small Standard Concept Air Bath to wall WC (ref: E3715) with soft close seat (ref: E3711)	 Dorsett Curvath floor standing WC (ref: 21600) with soft close seat (ref: E3671)
Shower	 Grife concealed shower (ref: 28422 x 2146)	 Grife concealed shower (ref: 28422 x 2146)	 Grife concealed shower (ref: 28422 x 2146)	 Grife concealed shower (ref: 28422 x 2146)
Flush plate	 Grife ConceptMan flush plate (ref: S17200) in chrome	 Grife ConceptMan flush plate (ref: S17200) in chrome	 Grife ConceptMan flush plate (ref: S17200) in chrome	 Grife ConceptMan flush plate (ref: S17200) in chrome
Semi-Recessed Basin	 Small Standard Concept Air basin semi-recessed top 500mm (ref: E3714) 300 x 440 Min vanity top depth required: 270mm	 Small Standard Concept Air basin semi-recessed top 500mm (ref: E3714) 300 x 440 Min vanity top depth required: 270mm	 Small Standard Concept Air basin semi-recessed top 500mm (ref: E3714) 300 x 440 Min vanity top depth required: 270mm	 Dorsett Curvath semi-recessed basin 500mm (ref: S1710) Min vanity top depth required: 270mm
Basin Tap	 Hansgrohe Varis Basic 100 without waste set (ref: 1136000) Flush open waste to be installed (ref: S17000)	 Hansgrohe Varis Basic 100 without waste set (ref: 1136000) Flush open waste to be installed (ref: S17000)	 Hansgrohe Varis Basic 100 without waste set (ref: 1136000) Flush open waste to be installed (ref: S17000)	 Hansgrohe Tala E 110 with push open waste (ref: 1171000)
Vanity Top	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)	 Assort or Medford 20mm vanity top White Porcelain, White Grey Porcelain, Dark Grey (S17150 80), Blue Porcelain, Royal Blue (S17150 80)
Mirror Cabinet	 Mirror Cabinet - Mirror cabinet only and accessories are available in chrome, silver, black, white or in a variety of finishes (see website for details)	 Mirror Cabinet - Mirror cabinet only and accessories are available in chrome, silver, black, white or in a variety of finishes (see website for details)	 Mirror Cabinet - Mirror cabinet only and accessories are available in chrome, silver, black, white or in a variety of finishes (see website for details)	 Mirror Cabinet - Mirror cabinet only and accessories are available in chrome, silver, black, white or in a variety of finishes (see website for details)
Under Basin Box for address where semi-recessed basin used	 Assort or Medford under basin box for address where semi-recessed basin used. 400 x 440 mm with glass shelf. Intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 400 x 440 mm with glass shelf. Intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 400 x 440 mm with glass shelf. Intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.	 Assort or Medford under basin box for address where semi-recessed basin used. 400 x 440 mm with glass shelf. Intended to match vanity top. Set within 2mm finishing. Ensure pipes and waste are designed to suit box.
Bath	 Small Standard Concept Range 1700 x 700 bath (ref: E3720) (Where water saving is necessary, can accept the Taps 1700 x 700 bath 700001) (130) as an option alternative)	 Small Standard Concept Range 1700 x 700 bath (ref: E3720) (Where water saving is necessary, can accept the Taps 1700 x 700 bath 700001) (130) as an option alternative)	 Small Standard Concept Range 1700 x 700 bath (ref: E3720) (Where water saving is necessary, can accept the Taps 1700 x 700 bath 700001) (130) as an option alternative)	 Dorsett Eco 1700 x 700 bath (ref: 13015)
Bath Tap & Mix	 Hansgrohe Escalio Universal Tap, Therme, Bath mixer (ref: 1172000) (If no shower above bath, shower outlet to be located off with 100mm chrome plated cap end)	 Hansgrohe Escalio Universal Tap, Therme, Bath mixer (ref: 1172000) (If no shower above bath, shower outlet to be located off with 100mm chrome plated cap end)	 Hansgrohe Escalio Universal Tap, Therme, Bath mixer (ref: 1172000) (If no shower above bath, shower outlet to be located off with 100mm chrome plated cap end)	 Hansgrohe Escalio Universal Tap, Therme, Bath mixer (ref: 1172000) (If no shower above bath, shower outlet to be located off with 100mm chrome plated cap end)
Single Floor Bath Screen (for use with semi-recessed basins)	 Merlyn screen single bath screen M82 (where no separate shower enclosure and shower is over bath)	 Merlyn screen single bath screen M82 (where no separate shower enclosure and shower is over bath)	 Merlyn screen single bath screen M82 (where no separate shower enclosure and shower is over bath)	 Merlyn screen single bath screen M82 (where no separate shower enclosure and shower is over bath)
Bath Panel	 Assort or Medford single panel full wrapped flush bath panel to match vanity top.	 Assort or Medford single panel full wrapped flush bath panel to match vanity top.	 Assort or Medford single panel full wrapped flush bath panel to match vanity top.	 Assort or Medford single panel full wrapped flush bath panel to match vanity top.
Shower Area Bath WC with separate shower enclosure if preferred	 Hansgrohe Varis Basic 100 with waste set (ref: S17000)	 Hansgrohe Varis Basic 100 with waste set (ref: S17000)	 Hansgrohe Varis Basic 100 with waste set (ref: S17000)	 Hansgrohe Varis Basic 100 with waste set (ref: S17000)
Shower Control valve separate shower enclosure	 Hansgrohe Escalio Universal thermostatic shower mixer (ref: 1172000)	 Hansgrohe Escalio Universal thermostatic shower mixer (ref: 1172000)	 Hansgrohe Escalio Universal thermostatic shower mixer (ref: 1172000)	 Hansgrohe Escalio Universal thermostatic shower mixer (ref: 1172000)
Shower Tray	 Low flow shower tray, 770mm x 800mm (dependent on layout) (NB: Min Height also applicable if required for alternative vanity products)	 Low flow shower tray, 770mm x 800mm (dependent on layout) (NB: Min Height also applicable if required for alternative vanity products)	 Low flow shower tray, 770mm x 800mm (dependent on layout) (NB: Min Height also applicable if required for alternative vanity products)	 Low flow shower tray, 770mm x 800mm (dependent on layout) (NB: Min Height also applicable if required for alternative vanity products)
Shower Screen	 Merlyn line Essential single door with sliding panel (where sliding required). Item: Essential Standard sliding door	 Merlyn line Essential single door with sliding panel (where sliding required). Item: Essential Standard sliding door	 Merlyn line Essential single door with sliding panel (where sliding required). Item: Essential Standard sliding door	 Merlyn line Essential single door with sliding panel (where sliding required). Item: Essential Standard sliding door
Recessed Shower Shelf	N/A	N/A	N/A	 Recessed shelf to shower area - 1000mm deep (overall depth 400mm) with a 20mm x 40mm x 10mm square hole. To all exposed edges, corners to be radius.

	BRONZE	SILVER	SILVER PLUS	GOLD
Towel Bar	 <p>Towel Bar Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Bar Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Bar Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Bar Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>




















MASTER EN-SUITES

Towel	 <p>Head Mounted Concept Air Back to wall WC part #37701 with soft close seat part #33811.</p>	 <p>Head Mounted Concept Air Back to wall WC part #37701 with soft close seat part #33811.</p>	 <p>Head Mounted Concept Air Back to wall WC part #37701 with soft close seat part #33811.</p>	 <p>Dual unit Duraflyte floor standing WC part #27000 with soft close seat part #33811.</p>
Chairs	 <p>Gracie Conceptual chairs part #3421 + 3140.</p>	 <p>Gracie Conceptual chairs part #3421 + 3140.</p>	 <p>Gracie Conceptual chairs part #3421 + 3140.</p>	 <p>Gracie Conceptual chairs part #3421 + 3140.</p>
Flush plate	 <p>Gracie Conceptual Flush plate part #371000 in chrome.</p>	 <p>Gracie Conceptual Flush plate part #371000 in chrome.</p>	 <p>Gracie Conceptual Flush plate part #371000 in chrome.</p>	 <p>Gracie Conceptual Flush plate part #371000 in chrome.</p>
Self-Flushed Basin	 <p>Head Mounted Concept Air Basin with counter top 550mm part #377101. Min vanity top height required: 275mm.</p>	 <p>Head Mounted Concept Air Basin with counter top 550mm part #377101. Min vanity top height required: 275mm.</p>	 <p>Head Mounted Concept Air Basin with counter top 550mm part #377101. Min vanity top height required: 275mm.</p>	 <p>Classic Duraflyte self-flush basin 550mm part #377101. Min vanity top height required: 275mm.</p>
Basin Tap	 <p>Manipula Versus Elbow 150 without waste set part #1740000. Flush open waste to be installed part #3710000.</p>	 <p>Manipula Versus Elbow 150 without waste set part #1740000. Flush open waste to be installed part #3710000.</p>	 <p>Manipula Versus Elbow 150 without waste set part #1740000. Flush open waste to be installed part #3710000.</p>	 <p>Manipula Versus 150 with push open waste part #1711000.</p>
Vanity Top	 <p>Arriva or Midflour 25mm vanity top White Powder, White Grey Powder, Dark Grey part #1710 00. Black Powder, Royal Blue part #1710 00.</p>	 <p>Arriva or Midflour 25mm vanity top White Powder, White Grey Powder, Dark Grey part #1710 00. Black Powder, Royal Blue part #1710 00.</p>	 <p>Arriva or Midflour 25mm vanity top White Powder, White Grey Powder, Dark Grey part #1710 00. Black Powder, Royal Blue part #1710 00.</p>	 <p>Arriva or Midflour 25mm vanity top White Powder, White Grey Powder, Dark Grey part #1710 00. Black Powder, Royal Blue part #1710 00.</p>
Mirror Cabinet	 <p>Arriva or Midflour - Mirror on vinyl suspended frame panel for 10 opening above the splashback - 10mm cabinet for each vanity top.</p>	 <p>Arriva or Midflour - Mirror on vinyl suspended frame panel, with matching floating shelf - use for 10 opening above the splashback. Frame and shelf cabinet to each vanity top.</p>	 <p>Arriva or Midflour - Mirror on vinyl suspended frame panel, with matching floating shelf - use for 10 opening above the splashback. Frame and shelf cabinet to each vanity top.</p>	 <p>Arriva or Midflour - Mirror with shelf use cabinet to 10 opening above the splashback in mirror cabinet above basin and cabinet over the vanity. Frame and shelf cabinet to each vanity top. Mirror with LED strip in combination of mirror to be installed in combination of vanity lights, optional LED strip within cabinet or mirror to form an indirect lighting. Lightings to be provided by manufacturer. Power by electrical sub-contractor.</p>
Under Basin Box for access where basin recessed basin unit	 <p>Arriva or Midflour under basin box 600 wide x 300 high. For access where self-recessed basin used - installed to match vanity top. Set within the vanity. Drain pipes and waste are designed to suit box.</p>	 <p>Arriva or Midflour under basin box for access where self-recessed basin used - 600 wide x 402 high with glass shelf, in order to match vanity top. Set within the vanity. Drain pipes and waste are designed to suit box.</p>	 <p>Arriva or Midflour under basin box for access where basin recessed basin used - 600 wide x 402 high with glass shelf, in order to match vanity top. Set within the vanity. Drain pipes and waste are designed to suit box.</p>	 <p>Arriva or Midflour under basin box for access where self-recessed basin used - 600 wide x 402 high with glass shelf, in order to match vanity top. Set within the vanity. Drain pipes and waste are designed to suit box. Lightings to be provided by manufacturer, power by electrical sub-contractor.</p>
Shower	 <p>Manipula Versus Basin Shower with air set part #2670000.</p>	 <p>Manipula Versus Basin Shower with air set part #2670000.</p>	 <p>Manipula Versus Basin Shower with air set part #2670000.</p>	 <p>Manipula Versus Basin Shower 275 overhead shower part #2620000 with Versus Basin shower unit part #2670000 and Manipula Versus Basin Shower with air set part #2670000. Full shower unit with part #2640000 and Versus Basin Shower with air set part #2670000.</p>
Shower Control	 <p>Manipula Versus Universal Shower remote shower mixer part #1312000.</p>	 <p>Manipula Versus Universal Shower remote shower mixer part #1312000.</p>	 <p>Manipula Versus Universal Shower remote shower mixer part #1312000.</p>	 <p>Manipula Versus Universal Shower remote shower mixer part #1312000.</p>
Shower Tray	 <p>Low line shower tray (7' Finish 40 side dependent on layout). [NB] Min 4' height also acceptable if required for alternative waste position.</p>	 <p>Low line shower tray (7' Finish 40 side dependent on layout). [NB] Min 4' height also acceptable if required for alternative waste position.</p>	 <p>Low line shower tray (7' Finish 40 side dependent on layout). [NB] Min 4' height also acceptable if required for alternative waste position.</p>	 <p>Low line shower tray (7' Finish 40 side dependent on layout). [NB] Min 4' height also acceptable if required for alternative waste position.</p>
Shower Screen	 <p>Merlyn Ionic Essence large door with hinged panel (before fitting requires). Ionic Essence Translucent sliding door.</p>	 <p>Merlyn Ionic Essence large door with hinged panel (before fitting requires). Ionic Essence Translucent sliding door.</p>	 <p>Merlyn Ionic Essence large door with hinged panel (before fitting requires). Ionic Essence Translucent sliding door.</p>	 <p>Merlyn Ionic Essence large door with hinged panel (before fitting requires). Ionic Essence Translucent sliding door.</p>
Recessed Shower Shelf	 <p>NA</p>	 <p>NA</p>	 <p>NA</p>	 <p>Recessed shelf to shower area - min 70mm deep covered edge 600mm wide x 300mm high. Glass or acrylic edge top 5mm to all adjacent walls, corners to be fixed.</p>
Towel Rail	 <p>Towel Rail Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Rail Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Rail Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>	 <p>Towel Rail Where electric only use Richardson part #136200 - 1160mm high x 450mm wide (can't be shorter unless specified). Where dual fuel use Plus 550mm wide x 1200mm high part #274001201 - or wide to suit outlet requirement with an air thermostat part #136200-136201 (depending on voltage required). TFR for control of wet system to be observed in each rail and to be installed in line with rail.</p>

ELECTRICAL (Refer to MAE spec for further details)

WIP Fixings	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets to all areas except the following: Sockets above kitchen worktops. Standard Electric switches and sockets with Dark steel. Standard sockets. Standard Electric switches with white cover. Locations of fixings as outlined in MAE specification provisions unless MAE specifies otherwise to be provided within kitchen category.</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets to all areas except the following: Sockets above kitchen worktops. Standard Electric switches and sockets with Dark steel. Standard sockets. Standard Electric switches with white cover. Locations of fixings as outlined in MAE specification provisions unless MAE specifies otherwise to be provided within kitchen category.</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets to all areas except the following: Sockets above kitchen worktops. Standard Electric switches and sockets with Dark steel. Standard sockets. Standard Electric switches with white cover. Locations of fixings as outlined in MAE specification provisions unless MAE specifies otherwise to be provided within kitchen category.</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets to all areas except the following: Sockets above kitchen worktops. Standard Electric switches and sockets with Dark steel. Standard sockets. Standard Electric switches with white cover. Locations of fixings as outlined in MAE specification provisions unless MAE specifies otherwise to be provided within kitchen category.</p>
USB Sockets	 <p>NA</p>	 <p>NA</p>	 <p>NA</p>	 <p>Dark Blue Electric switches used with white sockets - sockets with integral USB - one each in kitchen and in main bathroom by law.</p>
Manipula Plus	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets including TV/Radio/Bluetooth/USB sockets (see MAE spec for electrical provision settings and for details).</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets including TV/Radio/Bluetooth/USB sockets (see MAE spec for electrical provision settings and for details).</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets including TV/Radio/Bluetooth/USB sockets (see MAE spec for electrical provision settings and for details).</p>	 <p>Dark stainless steel or nickel chrome finish to all light switches and sockets including TV/Radio/Bluetooth/USB sockets (see MAE spec for electrical provision settings and for details).</p>

	BRONZE	SILVER	SILVER PLUS	GOLD
Underfloor Heating To Clean Options	 IBB. Zoned or unitwide in application underfloor heating design and installation to be provided by BMS or subcontractor with Airborne A325 L-shaped multi-function programme thermostat control. More information please to Home Architecture or the factory sales representatives on white 315 plate tel 4330-4315. Where timber or Airtec flooring is used, additional Airborne A326 floor sensor will be required.	 IBB. Zoned or unitwide in application underfloor heating design and installation to be provided by BMS or subcontractor with Airborne A325 L-shaped multi-function programme thermostat control. More information please to Home Architecture or the factory sales representatives on white 315 plate tel 4330-4315. Where timber or Airtec flooring is used, additional Airborne A326 floor sensor will be required.	 IBB. Zoned or unitwide in application underfloor heating design and installation to be provided by BMS or subcontractor with Airborne A325 L-shaped multi-function programme thermostat control. More information please to Home Architecture or the factory sales representatives on white 315 plate tel 4330-4315. Where timber or Airtec flooring is used, additional Airborne A326 floor sensor will be required.	 IBB. Zoned or unitwide in application underfloor heating design and installation to be provided by BMS or subcontractor with Airborne A325 L-shaped multi-function programme thermostat control. More information please to Home Architecture or the factory sales representatives on white 315 plate tel 4330-4315. Where timber or Airtec flooring is used, additional Airborne A326 floor sensor will be required.
CE Platform To Run Understairs	 Mycin Select Compact white pressed metal runs with Mycin Select 27R/15R + Multibrite MBS/LS. Housework or equivalent heating system. CM17 Digital 7 day programmer or just heated where underfloor heating programme is provided, and cover. Reversible CT/DF, white. Housework or equivalent floor sensor to be used.	 Mycin Select Compact white pressed metal runs with Mycin Select 27R/15R + Multibrite MBS/LS. Housework or equivalent heating system. CM17 Digital 7 day programmer or just heated where underfloor heating programme is provided, and cover. Reversible CT/DF, white. Housework or equivalent floor sensor to be used.	 Mycin Select Compact white pressed metal runs with Mycin Select 27R/15R + Multibrite MBS/LS. Housework or equivalent heating system. CM17 Digital 7 day programmer or just heated where underfloor heating programme is provided, and cover. Reversible CT/DF, white. Housework or equivalent floor sensor to be used.	 Mycin Select Compact white pressed metal runs with Mycin Select 27R/15R + Multibrite MBS/LS. Housework or equivalent heating system. CM17 Digital 7 day programmer or just heated where underfloor heating programme is provided, and cover. Reversible CT/DF, white. Housework or equivalent floor sensor to be used.
IRONWORKERY				
Door Handles	 Access Hardware - lever on sprung round rose, dual finish sub-profiled stainless steel (or BS2082).	 Access Hardware - lever on sprung round rose, dual finish sub-profiled stainless steel (or BS2082).	 Access Hardware - lever on sprung round rose, dual finish sub-profiled stainless steel (or BS2082).	 Access Hardware - lever on sprung round rose, dual finish sub-profiled stainless steel (or BS2082).
Door Knobs	 Access Hardware - in satin stainless steel, ref. A2073 wall or A2042 floor are typical.	 Access Hardware - in satin stainless steel, ref. A2073 wall or A2042 floor are typical.	 Access Hardware - in satin stainless steel, ref. A2073 wall or A2042 floor are typical.	 Access Hardware - in satin stainless steel, ref. A2073 wall or A2042 floor are typical.
Appliances and Entrance Door Inset Handles	 By door manufacturer. Security Multi Locking, Security chain, Sphero before there's no glazing panel or handle to install. In fully laminated glass, additional safety reinforcement applied when independently assessed by NOT from commercial areas. Nominally to be risk 7mm high with concealed fixing or self-adhesive in stainless steel. Refer to wall and door sensor provision.	 By door manufacturer. Security Multi Locking, Security chain, Sphero before there's no glazing panel or handle to install. In fully laminated glass, additional safety reinforcement applied when independently assessed by NOT from commercial areas. Nominally to be risk 7mm high with concealed fixing or self-adhesive in stainless steel. Refer to wall and door sensor provision.	 By door manufacturer. Security Multi Locking, Security chain, Sphero before there's no glazing panel or handle to install. In fully laminated glass, additional safety reinforcement applied when independently assessed by NOT from commercial areas. Nominally to be risk 7mm high with concealed fixing or self-adhesive in stainless steel. Refer to wall and door sensor provision.	 By door manufacturer. Security Multi Locking, Security chain, Sphero before there's no glazing panel or handle to install. In fully laminated glass, additional safety reinforcement applied when independently assessed by NOT from commercial areas. Nominally to be risk 7mm high with concealed fixing or self-adhesive in stainless steel. Refer to wall and door sensor provision.
GENERAL				
Wall Fixtures to Appliances	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White
Wall Fixtures to Commercial Areas	Dulux Trade Support Matt in Pure Brilliant White	Dulux Trade Support Matt in Pure Brilliant White	Dulux Trade Support Matt in Pure Brilliant White	Dulux Trade Support Matt in Pure Brilliant White
Ceiling Fixtures	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White	Dulux Trade Support Matt in White
Accessories & Panels	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White
Commercial Worktop Fixtures	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White	Dulux Trade Substrate in Pure Brilliant White
Commercial Ceiling Fixtures	 Flush painted plasterboard to suit commercial environments, stainless, white and composite where no acoustic requirements. Where acoustic requirements for conditions, see Quattro Board. Access panels to be finished in recessed. Where installed in ceiling board, use Quattro B10 access panel Quattro 41. Maximum plasterboard access panel to other areas. Reflected ceiling grid showing access points must be agreed by client.	 Flush painted plasterboard to suit commercial environments, stainless, white and composite where no acoustic requirements. Where acoustic requirements for conditions, see Quattro Board. Access panels to be finished in recessed. Where installed in ceiling board, use Quattro B10 access panel Quattro 41. Maximum plasterboard access panel to other areas. Reflected ceiling grid showing access points must be agreed by client.	 Flush painted plasterboard to suit commercial environments, stainless, white and composite where no acoustic requirements. Where acoustic requirements for conditions, see Quattro Board. Access panels to be finished in recessed. Where installed in ceiling board, use Quattro B10 access panel Quattro 41. Maximum plasterboard access panel to other areas. Reflected ceiling grid showing access points must be agreed by client.	 Flush painted plasterboard to suit commercial environments, stainless, white and composite where no acoustic requirements. Where acoustic requirements for conditions, see Quattro Board. Access panels to be finished in recessed. Where installed in ceiling board, use Quattro B10 access panel Quattro 41. Maximum plasterboard access panel to other areas. Reflected ceiling grid showing access points must be agreed by client.
Skirting and Architraves	 Square edged Skirting: MCF 15mm x 110 Architrave: 15mm x 50	 Square edged Skirting: MCF 15mm x 110 Architrave: 15mm x 50	 Square edged Skirting: MCF 15mm x 110 Architrave: 15mm x 50	 Square edged Skirting: MCF 15mm x 110 Architrave: 15mm x 50
Window Boards	 Square edged MCF 25mm Refer to skirting detail	 Square edged MCF 25mm Refer to skirting detail	 Square edged MCF 25mm Refer to skirting detail	 Square edged MCF 25mm Refer to skirting detail
Appliances and Entrance Doors Inset Handles	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).
Commercial Cabinet Fronts	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).
Sanitary Rear Doors	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).
Internal Doors (including Wardrobe Cupboard Doors)	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).	 Premier Bond Secure FD 30 or F202 range, single panel stainless steel door. Note: additional pattern required to door frame-springing to ensure suitable dimensions available for door closer and security chain. Finished in grey (R719 12 05).
Wardrobe Sliding Doors	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.
Staircase	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.	 Springer or Anrail - Sliding wardrobe doors with soft close, full height to ceiling, internally, full height offset at 1800mm high and hanging rail. To make bedroom only. Walk in dressing room, where shown on plans, to include shelf and hanging rail only.
Display Internal Staircases	 Standard panel timber stairs contemporary design, refer to staircase guidance details: 20.50.00 To be approved by Technical Design Team.	 Standard panel timber stairs contemporary design, refer to staircase guidance details: 20.50.00 To be approved by Technical Design Team.	 Standard panel timber stairs contemporary design, refer to staircase guidance details: 20.50.00 To be approved by Technical Design Team.	 Standard panel timber stairs contemporary design, refer to staircase guidance details: 20.50.00 To be approved by Technical Design Team.
Internal Commercial Staircases	 Composite stairs with black or steel substructure and proprietary PVC laminated (R744) with carpeted treads and nosing - refer to staircase guidance detail 20.50.00	 Composite stairs with black or steel substructure and proprietary PVC laminated (R744) with carpeted treads and nosing - refer to staircase guidance detail 20.50.00	 Composite stairs with black or steel substructure and proprietary PVC laminated (R744) with carpeted treads and nosing - refer to staircase guidance detail 20.50.00	 Composite stairs with black or steel substructure and proprietary PVC laminated (R744) with carpeted treads and nosing - refer to staircase guidance detail 20.50.00

	BRONZE	SILVER	SILVER PLUS	GOLD
Passenger Lift	Stainless steel walls, handrail and railings with recessed ovallights with half height mirror to rear wall. Finishes including flooring to be chosen from manufacturer's standard options but subject to manufacturer's approval.	Stainless steel walls, handrail and railings with recessed ovallights with half height mirror to rear wall. Finishes including flooring to be chosen from manufacturer's standard options but subject to manufacturer's approval.	Stainless steel walls, handrail and railings with recessed ovallights with half height mirror to rear wall. Finishes including flooring to be chosen from manufacturer's standard options but subject to manufacturer's approval.	Stainless steel walls, handrail and railings with recessed ovallights with half height mirror to rear wall. Finishes including flooring to be chosen from manufacturer's standard options but subject to manufacturer's approval.
Commercial Lifts/ Escalators	 The Safety Liftservice Company Ltd. In front view from horizontal, stainless steel finish. Final design for each commercial lobby to be agreed.	 The Safety Liftservice Company Ltd. In front view from horizontal, stainless steel finish. Final design for each commercial lobby to be agreed.	 The Safety Liftservice Company Ltd. In front view from horizontal, stainless steel finish. Final design for each commercial lobby to be agreed.	 The Safety Liftservice Company Ltd. In front view from horizontal, stainless steel finish. Final design for each commercial lobby to be agreed.
3 Internal Lifts/ Escalators to Commercial Floorplate Levels	To be accessible from inside the lobby to receive calling cards	To be accessible from inside the lobby to receive calling cards	To be accessible from inside the lobby to receive calling cards	To be accessible from inside the lobby to receive calling cards
Final Access and Wayfinding Signage	Strategy design to be agreed. Allow provisional sum of £500 per access point	Strategy design to be agreed. Allow provisional sum of £500 per access point	Strategy design to be agreed. Allow provisional sum of £500 per access point	Strategy design to be agreed. Allow provisional sum of £500 per access point
ADDITIONAL				
Commercial Entrance Lobby	N/A additional allowance for hardware or artwork	Allow additional £50 per seat for hardware and artwork	Allow additional £50 per seat for hardware and artwork	Allow additional £75 per seat for hardware and artwork
Passenger Signage	See changes column for development specific approvals to passenger signposts	See changes column for development specific approvals to passenger signposts	See changes column for development specific approvals to passenger signposts	See changes column for development specific approvals to passenger signposts
UPGRADES/AMENDMENTS				
These amendments/additions can be used where it is felt necessary to increase spec for certain developments, eg where competition from neighbouring sites dictates, or for particularly large/high value apartments.				
ATC/Close/Sliding Top	N/A	 Quicker Fusion Square Inset/Close/Sliding top in stainless steel finish, with P111 V4Q lock (see Material Spec)	 Quicker Fusion Square Inset/Close/Sliding top in stainless steel finish, with P111 V4Q lock (see Material Spec)	 Quicker Fusion Square Inset/Close/Sliding top in stainless steel finish, with P111 V4Q lock (see Material Spec)
Warning Signs	N/A	N/A	N/A	 ATC Integrated warning board A2E111241W
Wire Counter	N/A	N/A	N/A	 ATC Wire Counter 300mm 3086600100
Architrave to Substructure & E-Box Bottom only to be used where concrete floor construction	 Architrave Fixed plates 182.2 x 171.2mm All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak	 Architrave Square Box 184 x 171.2mm plates All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak	 Architrave Square Box 184 x 171.2mm plates All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak	 Architrave Square Box 184 x 171.2mm plates All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak
Architrave Plaque (Alternative)	N/A	 Square large perforated plates 151.6 x 457mm half height/flush style All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak To enhance half height/flush style (including where applicable), alternative styling colour (see table) and PVC if applicable for application	 Square large perforated plates 151.6 x 457mm half height/flush style All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak To enhance half height/flush style (including where applicable), alternative styling colour (see table) and PVC if applicable for application	 Square large perforated plates 151.6 x 457mm half height/flush style All junctions. See Bleached Oak Architrave HT Extra adhesive to be used in all areas Please refer to standard guidance drawing for Bleached Oak To enhance half height/flush style (including where applicable), alternative styling colour (see table) and PVC if applicable for application
Shower Enclosures where Mirror in shower		 Where space allows for 1600 shower tray or mirror, use walk in shower screen Mirlyn 1600 Bathroom Aluminium/Black Screen	 Where space allows for 1600 shower tray or mirror, use walk in shower screen Mirlyn 1600 Bathroom Aluminium/Black Screen	 Where space allows for 1600 shower tray or mirror, use walk in shower screen Mirlyn 1600 Bathroom Aluminium/Black Screen

Appendix 2C
Community Facility Specification

Ham Close Community Provision
Brief Development Report
February 2020

Contents

Executive Summary

Section 1. Project Overview

- 1.1 Introduction
- 1.2 Scope of Project
- 1.3 Methodology

Section 2. Site

- 2.1 Site Context
- 2.2 Site Description
- 2.3 Site Photos

Section 3. Siting Considerations

- 3.1 Potential Locations

Section 4. Youth Centre

- 4.1 Internal Areas
- 4.2 Adjacencies
- 4.3 Axonometric Diagram
- 4.4 Sports Hall Dimensions
- 4.5 External Areas

Section 5. Richmond MakerLab

- 5.1 Internal and External Areas
- 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.

1.1 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.

1.2 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.

1.3 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

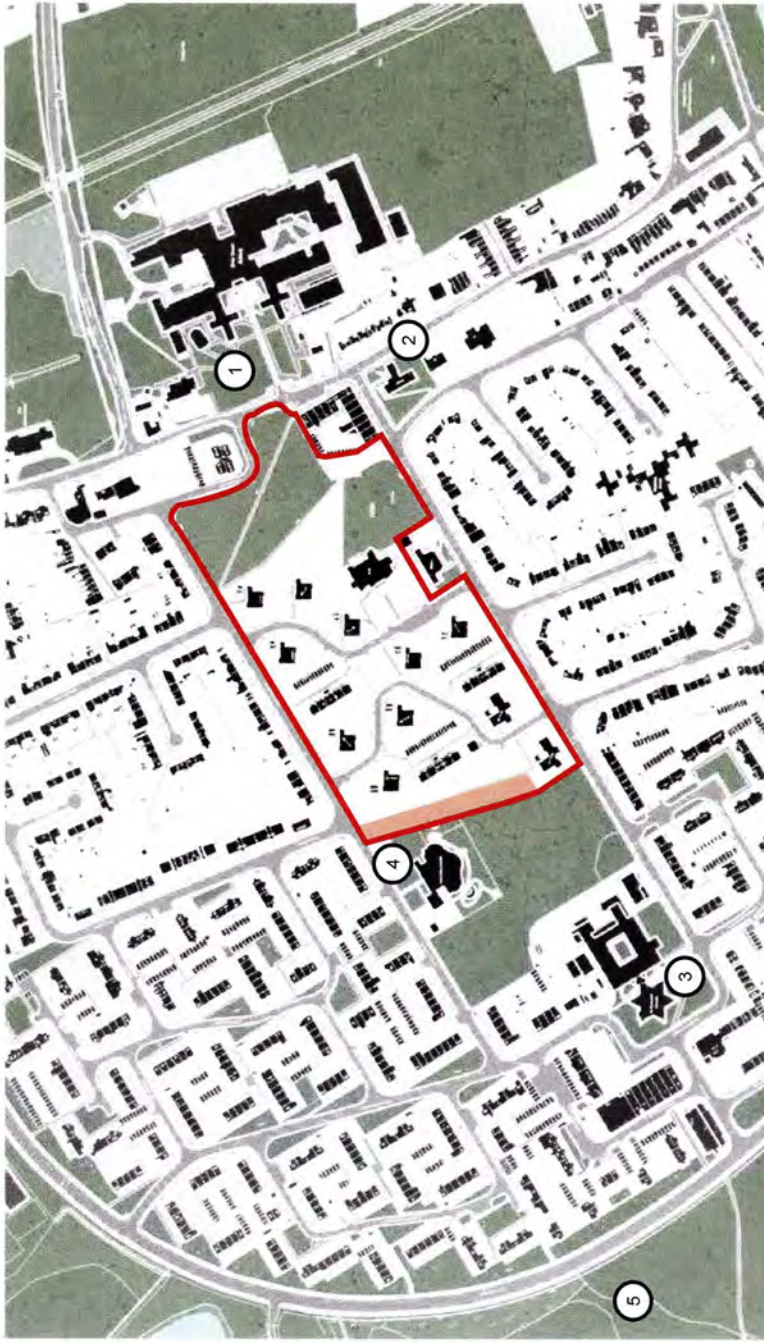
2.1 Site Context



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

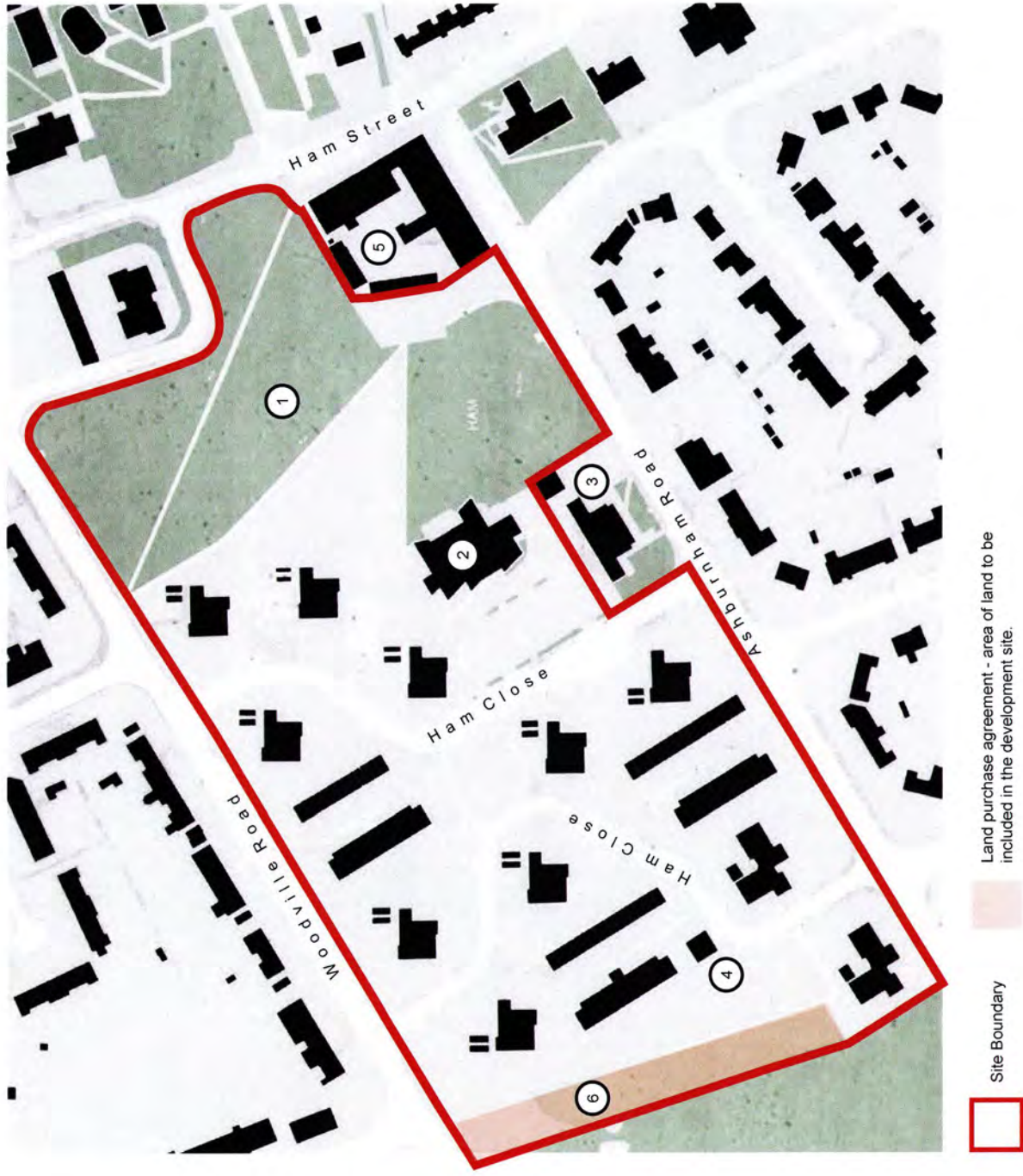
The site lies between Woodville Road to the north and Ashburnham Road to the south. Two roads cross the site from north to south (Ham Close). The Woodville Centre is located to the western boundary and to the eastern boundary is the Green and the Shops and garages on Ham St. The site is predominately 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.

Site Boundary

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

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



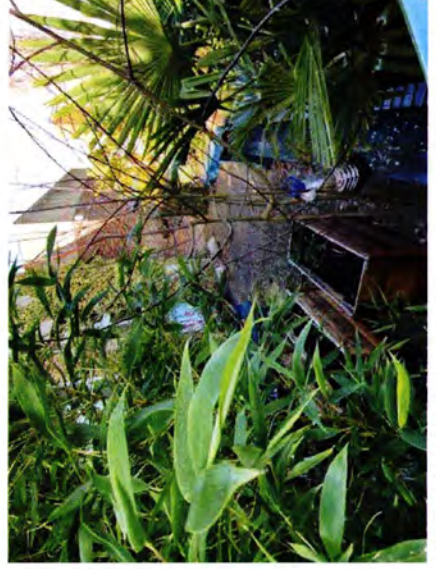
V3. Music Room



V4. Youth Centre basement storage



V5. Youth Centre external storage containers

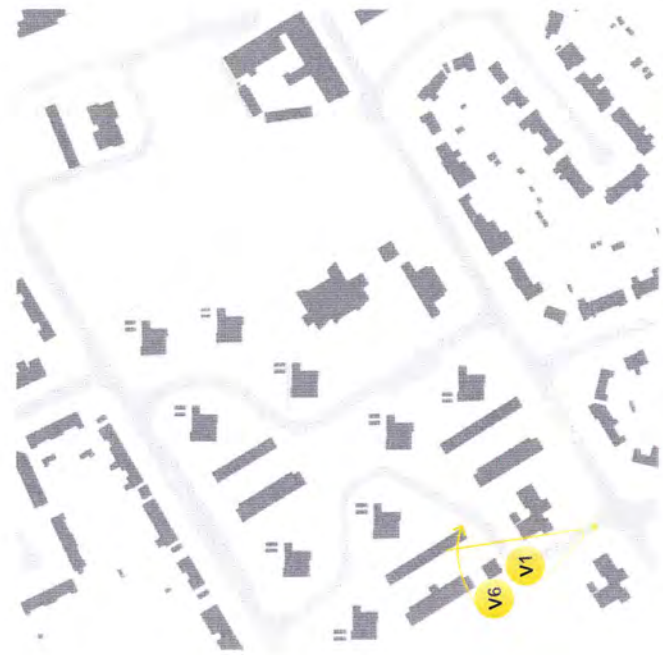


V6. Cally's Garden.

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



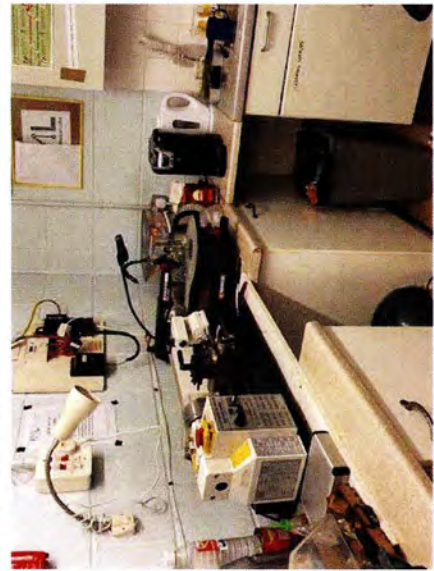
V2. Interior view of the main workshop



V3. CNC machine



V4. 3D printing room



V5. Kitchen converted to metalworking space



V6. Wall yard / external workspace

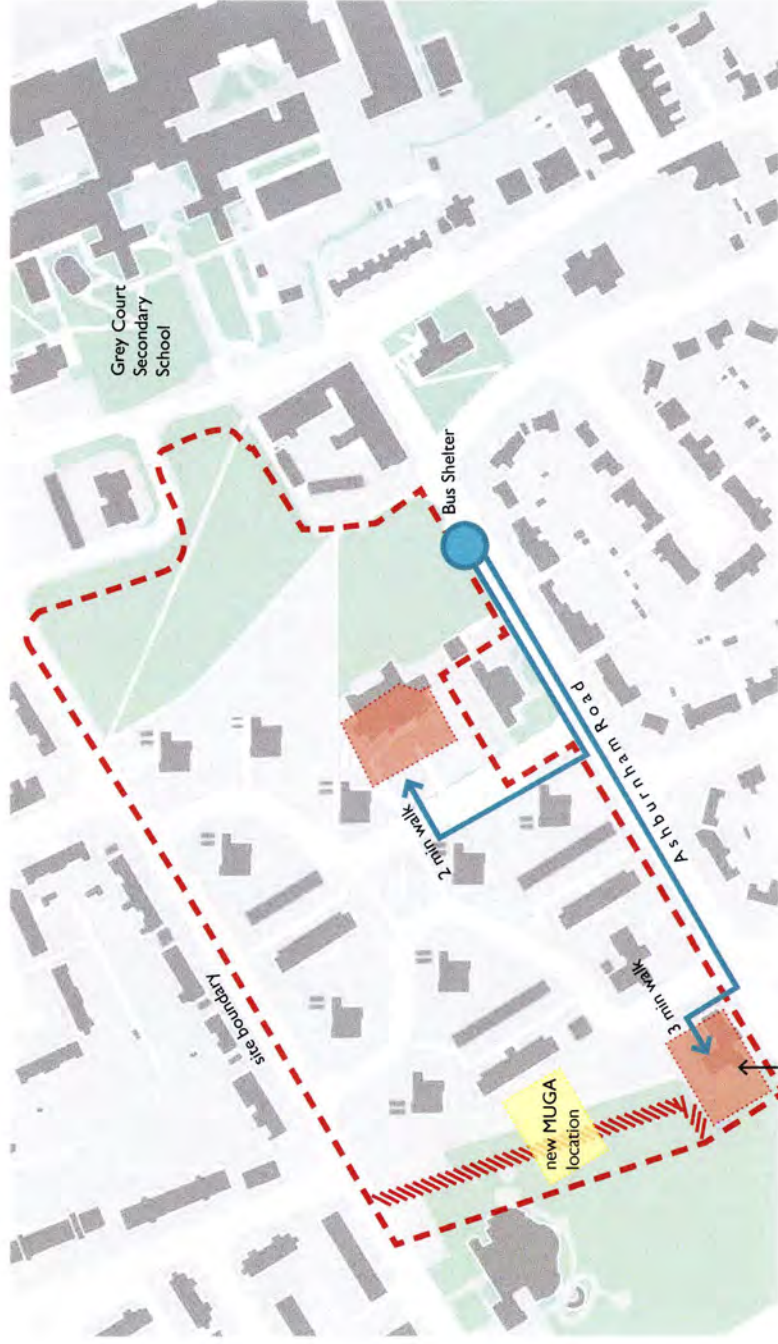
3.0 Siting Considerations

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-a-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

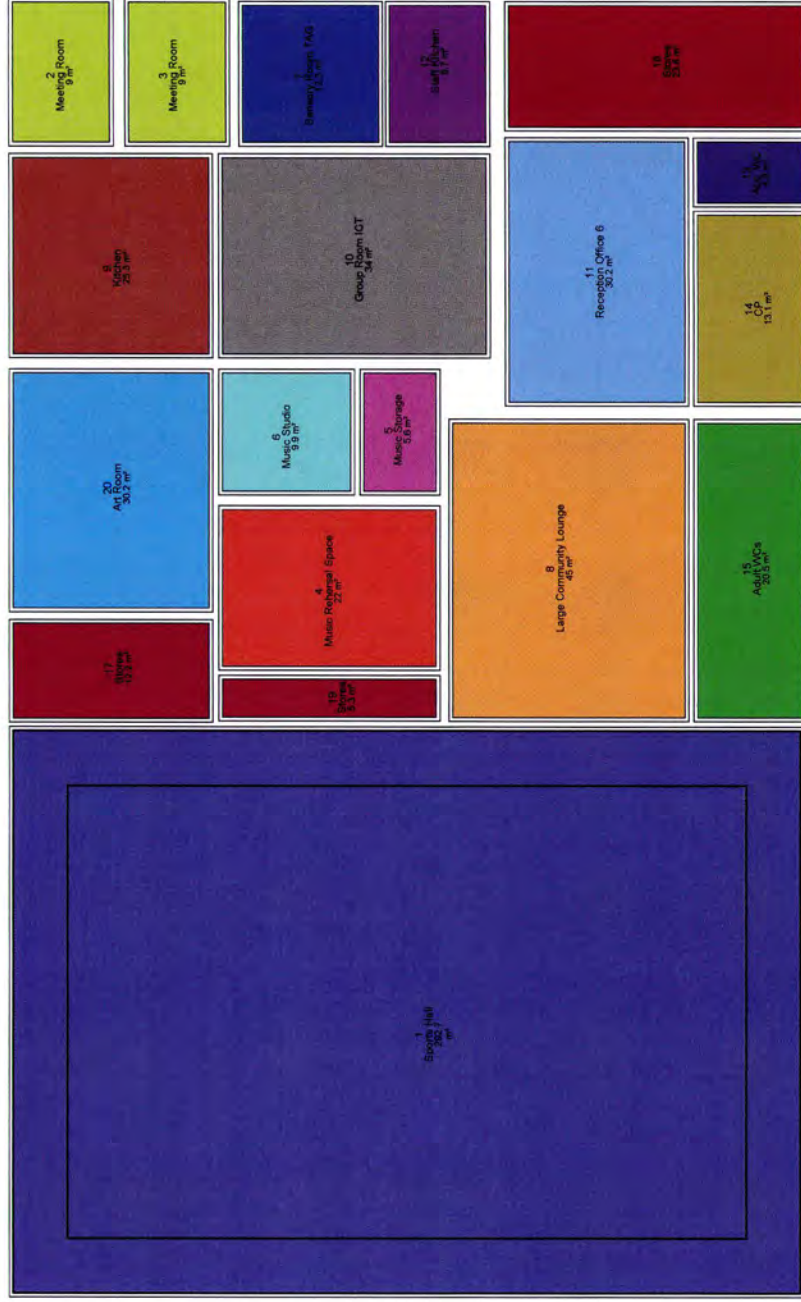
Key resources

- 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.



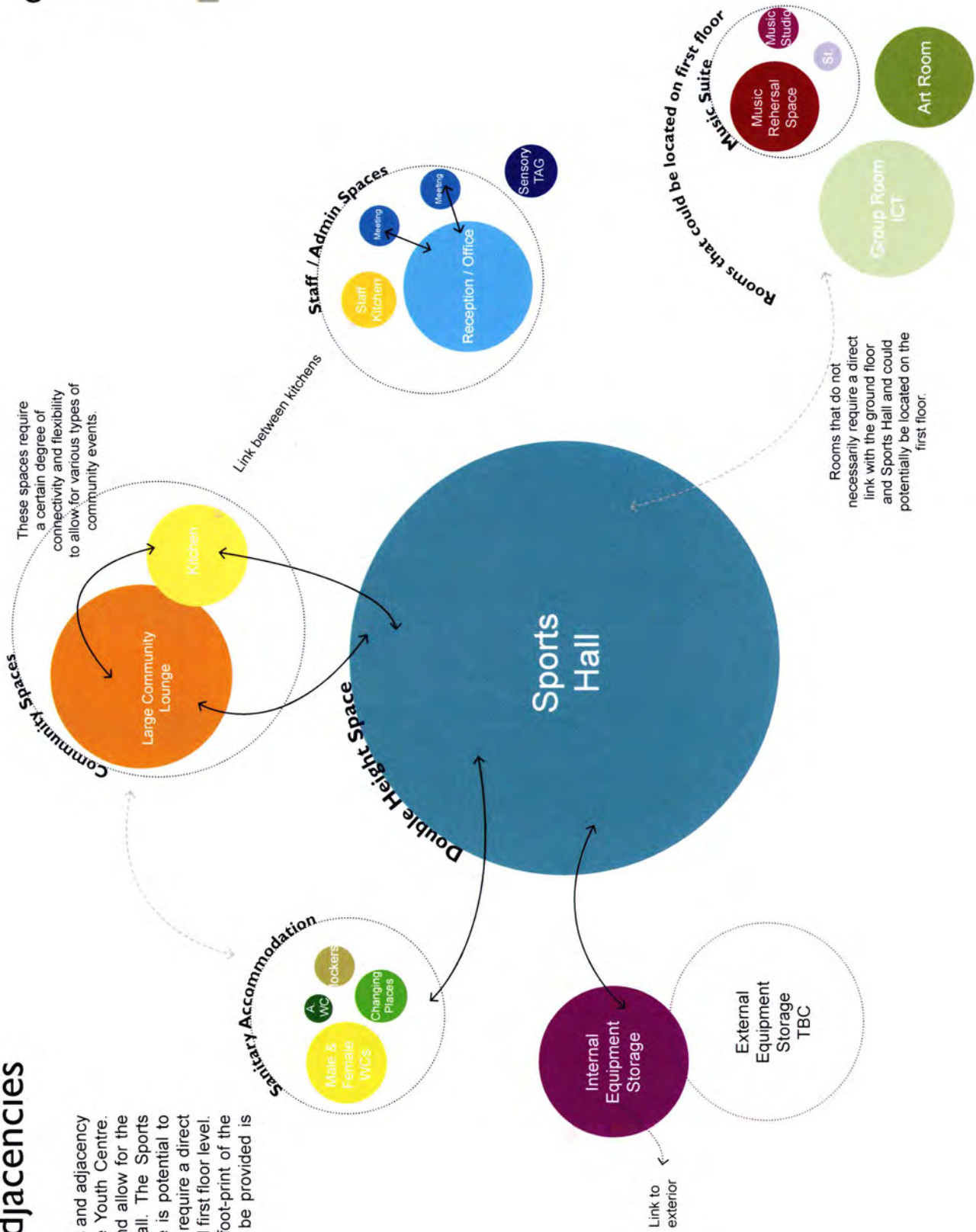
Number	Name	Area	Level
1	Sports Hall	292.7 m²	0. GRD FLR
2	Meeting Room	9 m²	0. GRD FLR
3	Meeting Room	9 m²	0. GRD FLR
4	Music Rehearsal Space	22 m²	0. GRD FLR
5	Music Storage	5.6 m²	0. GRD FLR
6	Music Studio	9.9 m²	0. GRD FLR
7	Sensory Room TAG	12.3 m²	0. GRD FLR
8	Large Community Lounge	45 m²	0. GRD FLR
9	Kitchen	25.3 m²	0. GRD FLR
10	Group Room ICT	34 m²	0. GRD FLR
11	Reception Office 6	30.2 m²	0. GRD FLR
12	Staff Kitchen	8.7 m²	0. GRD FLR
13	Acc. WC	4.2 m²	0. GRD FLR
14	CP	13.1 m²	0. GRD FLR
15	Adult WCs	20.5 m²	0. GRD FLR
17	Stores	12.2 m²	0. GRD FLR
18	Stores	23.6 m²	0. GRD FLR
19	Stores	5.3 m²	0. GRD FLR
20	Art Room	30.2 m²	0. GRD FLR

INTERNAL AREA CALCULATION

NIA 612.7 sqm
 x 1.3 (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.

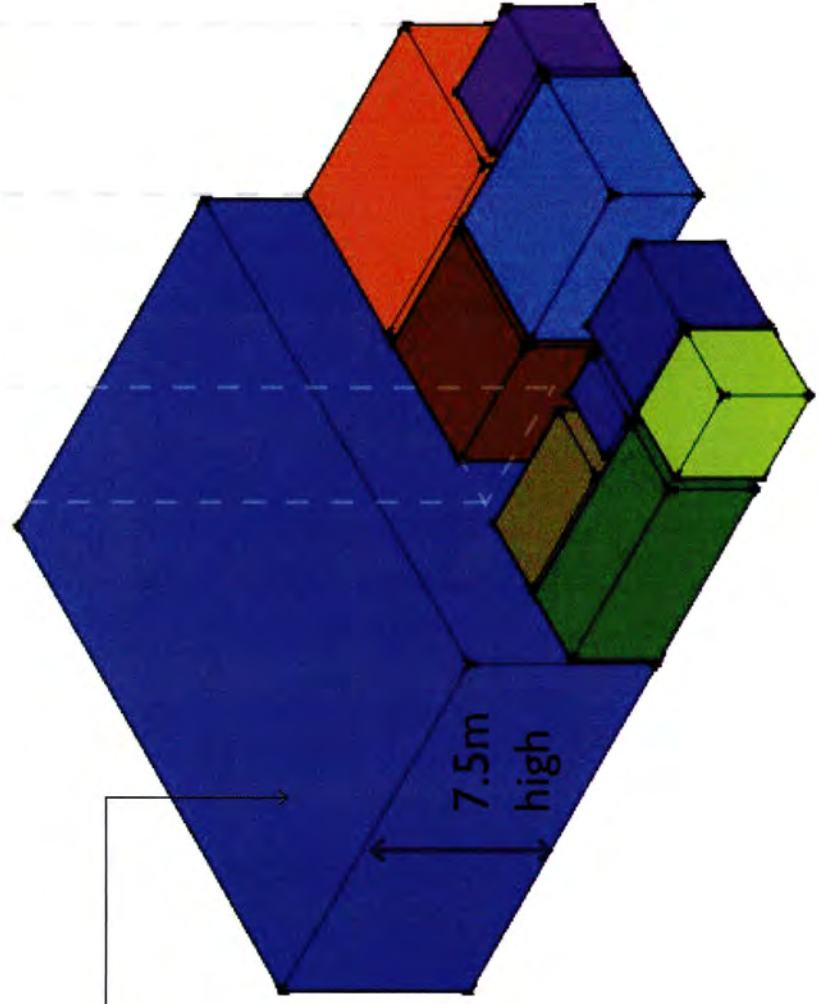
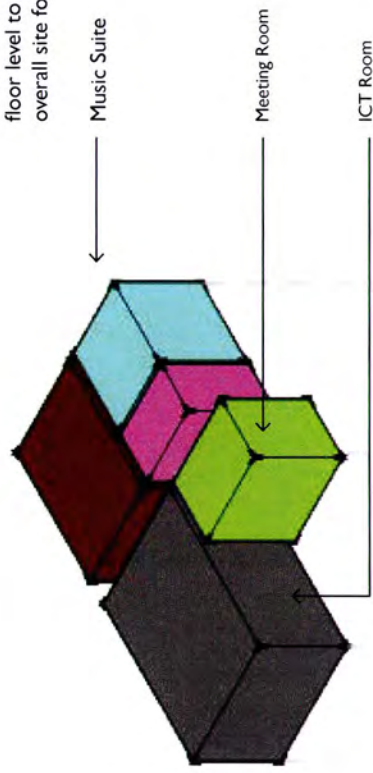


4.3 Axonometric Diagram

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

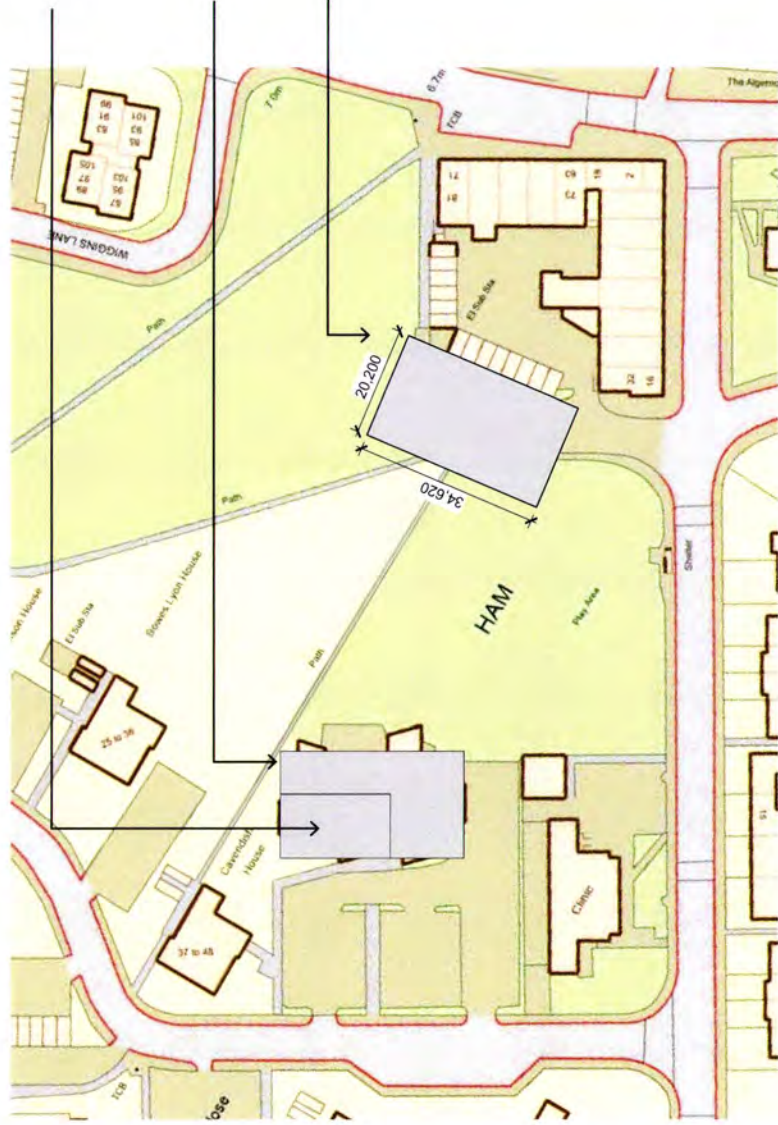
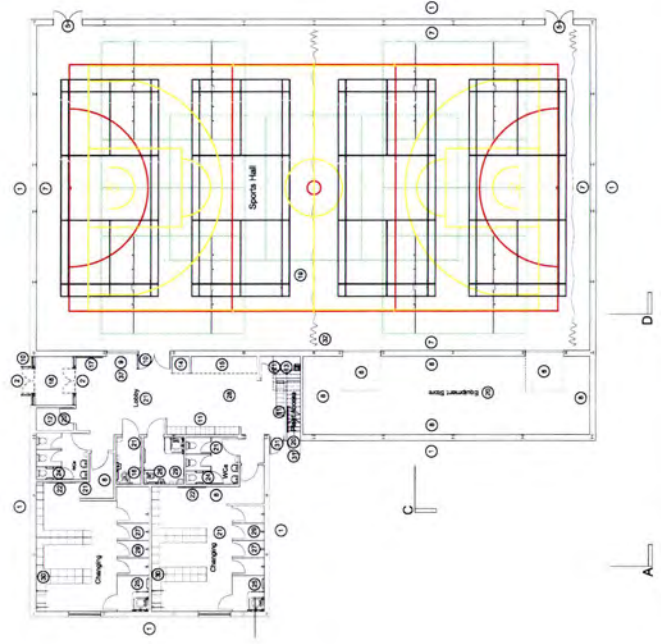
Sports England guidance stipulates that the Sports Hall should be 7.5m high. This means that the Sports Hall would effectively be double-height or two building storeys.

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)

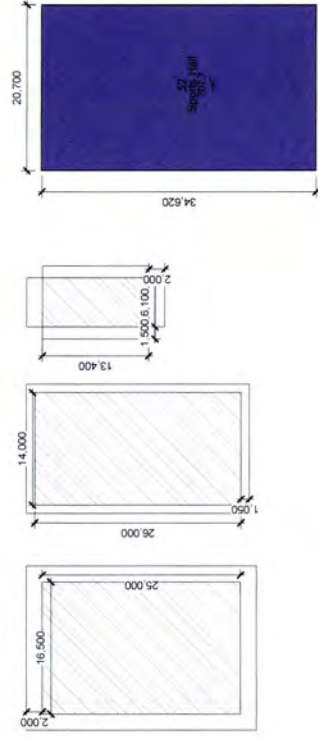
Right: The dimensions of the Sport's England 4-court layout is superimposed onto the site in two locations: in-front of the garages and also onto the existing building. It is apparent from this exercise that the new court is much larger than the existing building and is too large to be feasibly provided. 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.

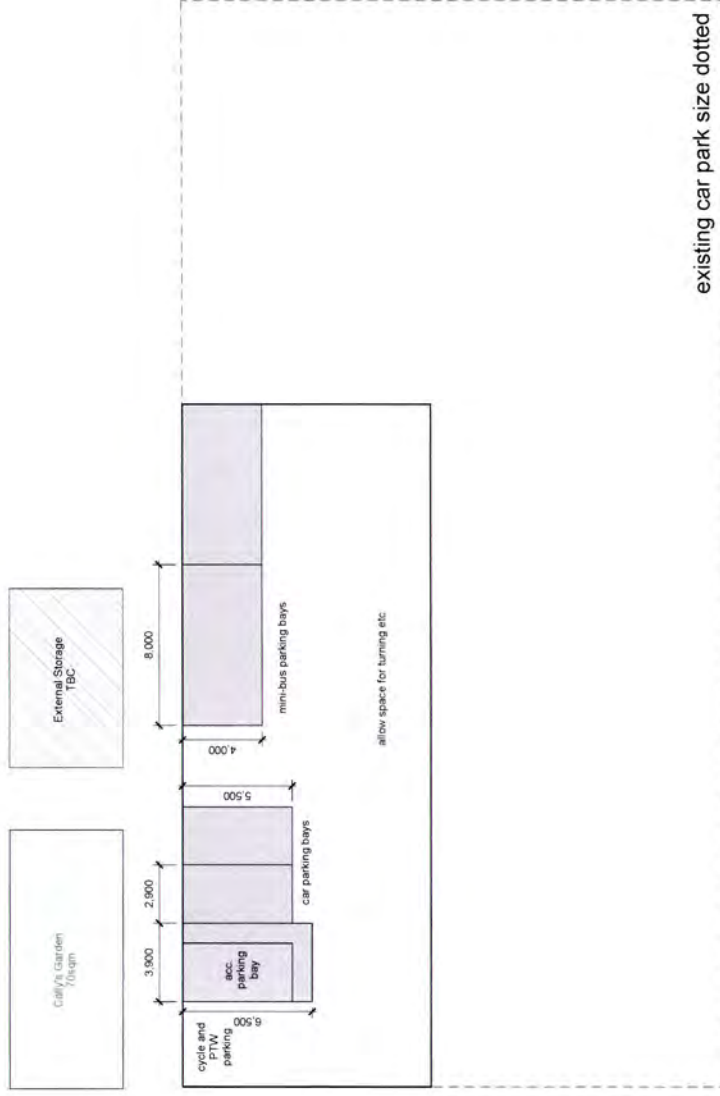
Recommended Size of Sports Hall to comply with Sports England guidance

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.

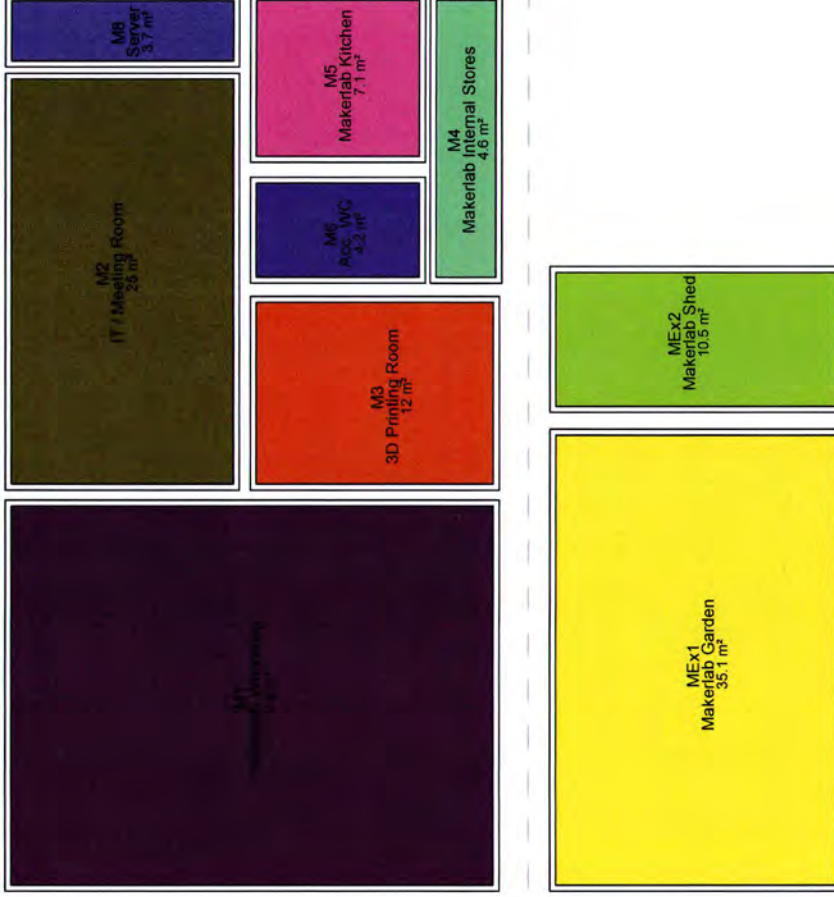


5.1 Internal and External Areas

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.



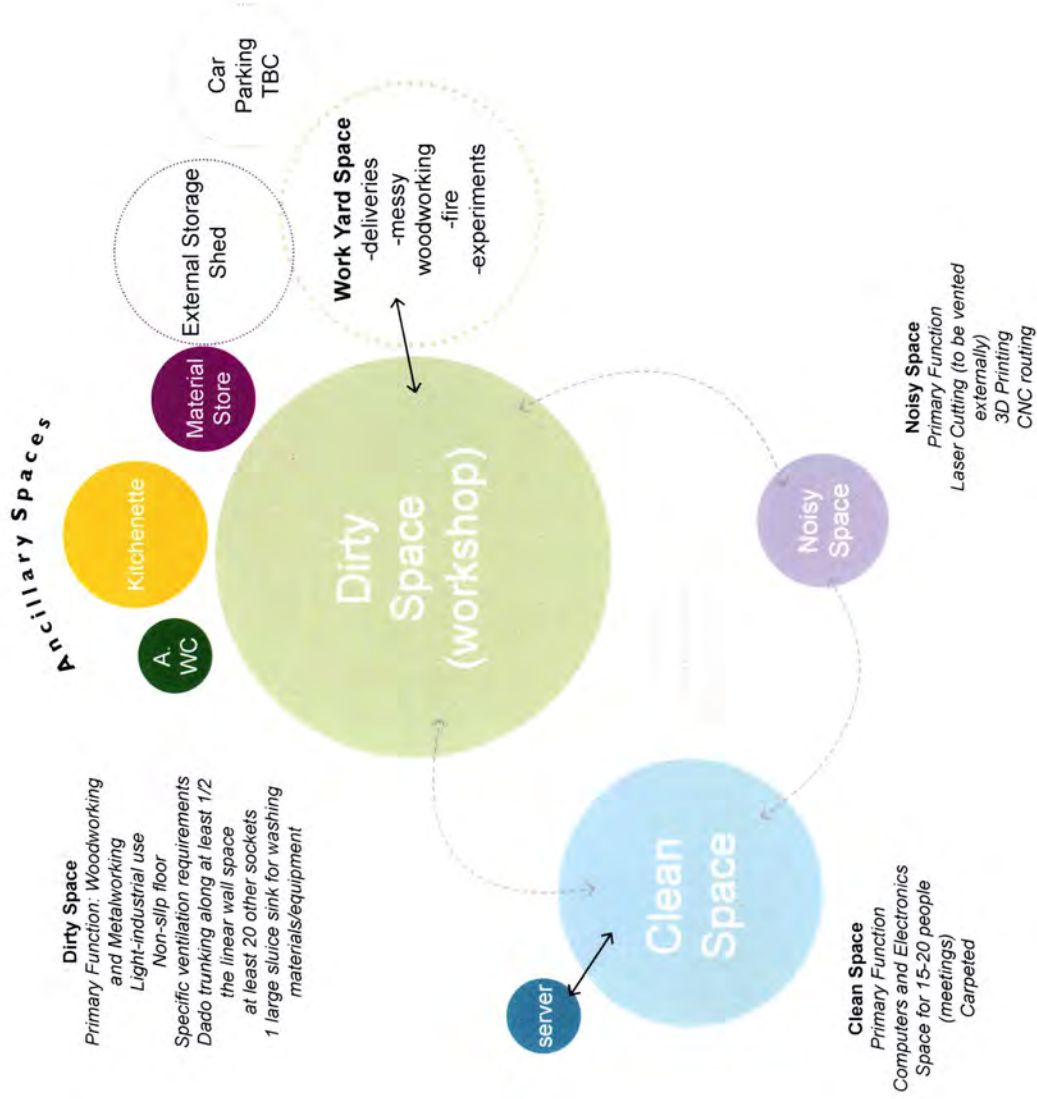
Number	Name	Area	Level
M1	Makerlab Workshop	50.8 m ²	0. GRD FLR
M2	IT / Meeting Room	25 m ²	0. GRD FLR
M3	3D Printing Room	12 m ²	0. GRD FLR
M4	Makerlab Internal Stores	4.6 m ²	0. GRD FLR
M5	Makerlab Kitchen	7.1 m ²	0. GRD FLR
M6	Acc. WC	4.2 m ²	0. GRD FLR
M8	Server	3.7 m ²	0. GRD FLR
MEX1	Makerlab Garden	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

	GEA Gross				
	NIA (Nett Internal Area)	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 3
Deed of Adherence

Dated

2021

**(1) LONDON BOROUGH OF RICHMOND UPON
THAMES**

(2) HILL RESIDENTIAL LIMITED

**DEED OF ADHERENCE
to a Collaboration Agreement and Sale and Purchase
Agreement in relation to
Ham Close, Richmond upon Thames**

PARTIES

- (1) **London Borough of Richmond upon Thames** of Civic Centre, 44 York Street, Twickenham TW1 3BZ (**Council**);
- (2) **Hill Residential Limited** (company number 04251718) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, Essex EN9 1BN (**Covenantor**).

BACKGROUND

- (A) RHP is the registered proprietor of part of Ham Close Estate.
- (B) The Council and RHP entered into the Agreement for Sale and Purchase and the Collaboration Agreement on _____ 2021 to redevelop Ham Close Estate by creating affordable and market housing and community facilities.
- (C) RHP has selected the Covenantor to carry out the redevelopment.
- (D) The Covenantor has accordingly agreed to enter into this deed in accordance with the Agreement for Sale and Purchase and the Collaboration Agreement, to require the Covenantor to adhere to certain terms of the Agreement for Sale and Purchase, and the Collaboration Agreement.
- (E) This deed is without prejudice to the Council's rights and obligations under the Collaboration Agreement and under the Agreement for Sale and Purchase.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed, the following terms shall have the following meanings:

Agreement for Sale and Purchase means the agreement for sale and purchase dated _____ 2021 between the Council and RHP in relation to various parcels of land around Ham Close, Richmond upon Thames, a copy of which is appended to this deed;

Collaboration Agreement means the collaboration agreement between the Council and RHP in relation to Ham Close, Richmond upon Thames, a copy of which is appended to this deed;

Disposal has the meaning in the Agreement for Sale and Purchase;

Effective Date means the date of this deed;

Funder has the meaning in the Agreement for Sale and Purchase;

Ham Close Estate means the Site;

Development Partner has the meaning in the Agreement for Sale and Purchase;

Land Parcel has the meaning in the Agreement for Sale and Purchase;

Permitted Disposal has the meaning in the Agreement for Sale and Purchase;

Relevant Agreements means the Collaboration Agreement and the Agreement for Sale and Purchase;

Site has the meaning in the Agreement for Sale and Purchase;

1.2 All other defined words and expressions used in this deed shall have the meaning given to them in the Collaboration Agreement unless stated otherwise.

1.3 The provisions of clauses 13 (disputes), 19 (notices), 22 (VAT), 28 (no fetter) of the Agreement for Sale and Purchase shall apply to this deed (mutatis mutandis), as if references in those provisions to the Seller were references to the Council, and as if references in those provisions to the Buyer were references to the Covenantor, and the parties shall comply with their respective obligations in the said clauses as so applied to this deed.

2 ADHERENCE

2.1 The Covenantor each agree with and undertake to the Council that, from the Effective Date, the Covenantor shall:

2.1.1 permit RHP to comply with its obligations in the Relevant Agreements; and on request comply with the clauses in the Collaboration Agreement listed below:

Clause
2 (Development Principles) save for Clause 2.3.
3 (Joint Obligations).
5. (RHP Obligations) save for 5.1.1.

2.1.2 comply with the clauses in the Agreement for Sale and Purchase listed below, so far as the same relate to the part of the Site the subject of the said Disposal to the Covenantor, which is shown approximately edged red on the attached plan;:

Clause
8.3. Buyer's indemnity.
23. Termination excluding clause 23.6.
24. Option to re-purchase/Call Option.
25. Step-in.
29. Phase Alteration.
30. Community Facilities.

3 RESTRICTION

3.1 The Covenantor shall not make any Disposal except a Permitted Disposal of the Site (or the relevant parts of the same from time to time owned (freehold or leasehold) by the Covenantor) other than to a disponee whom the Council is reasonably satisfied is of sufficient financial standing and expertise to enable it to comply with the Covenantor's obligations in this deed (except insofar as previously discharged), and who enters into a

deed of adherence in the Council's favour substantially in the form of this deed (mutatis mutandis).

- 3.2 On making any such Disposal as referred to in clause 3.1 above, the Covenantor shall ensure that the relevant disposal deed requires the disponent to apply to the Land Registry to enter, and use reasonable endeavours to procure such entry, of the following restriction against the title to the Site, or the relevant part of the same the subject of the said Disposal, in favour of the Council:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the London Borough of Richmond upon Thames of Civic Centre, 44 York Street, Twickenham TW1 3BZ or its conveyancer that the provisions of clause 3 of a Deed of Adherence dated [] made between the London Borough of Richmond upon Thames (1) Richmond Housing Partnership Limited (2) and [insert name of Covenantor] (3) have been complied with."

and shall procure that the disponent complies with such requirement.

- 3.3 On completion of purchase of the Site or any part or parts thereof, the Covenantor shall apply to register at the Land Registry in the Proprietorship Register of the registered title to the Site (or the said part or parts thereof), a restriction in similar terms to the restriction in clause 3.2 (mutatis mutandis), and will use reasonable endeavours to procure such registration of the same.

- 3.4 The Council shall provide the Certificate required to satisfy the above restriction within five Working Days of receipt of a request for the same, such request referring to this clause of this Deed of Adherence and of the time limit for responding, provided that the Seller is provided with reasonable evidence that clause 3.1 has been complied with. If the Seller does not so provide the said Certificate in respect of a Permitted Disposal described in paragraphs (a) or (d) of the definition of "Permitted Disposal" in the Agreement for Sale and Purchase within the said ten Working Day period after receipt of such a request and evidence, the conveyancer for the Covenantor is hereby authorised, in such circumstances, to provide such a Certificate to the Land Registry as agent for the Council.

4 **NO RELEASE**

Nothing in this deed shall release RHP from any liability in respect of its obligations under the Collaboration Agreement and/or the Agreement for Sale and Purchase.

5 **COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

6 **LAW AND JURISDICTION**

This deed is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

This Deed of Adherence has been entered into as a deed on the date stated at the beginning of it.

APPENDIX 1– COLLABORATION AGREEMENT & AGREEMENT FOR SALE AND PURCHASE

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

Authorised signatory

Executed as a deed

by **Hill Residential Limited**

acting by and under the signatures of two
directors or a director and the company
secretary:

Name of Director

Director

Name of Director or Company Secretary

Director **OR** Company Secretary

Building Contract means the JCT Design and Build Contract (2011 edition) as amended dated [] entered into between the Employer and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

Contractor's Design Documents means the drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Contractor in relation to the design of the Works;

[Employer means [] (company number []) of/whose registered office is at [];

Group Company means any subsidiary company or holding company of the Beneficiary or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006;

Project means [] at the Property;

Property means [];

Working Day means any day except Saturday Sunday and bank or other public holidays in England; and

Works means the works of design, demolition, refurbishment, construction, completion and defects rectification to be carried out on the Property pursuant to the Building Contract.

1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.

1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.

1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.

1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.

1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 **Consideration**

In consideration of the payment of £10 by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges) the Contractor covenants to the Beneficiary as set out in this warranty.

3 **Duty of care**

The Contractor warrants and undertakes to the Beneficiary that:

3.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Building Contract;

- 3.2 in relation to the design of the Works the Contractor shall have in respect of any deficiency or insufficiency in such design the like liability to the Beneficiary, whether under statute or otherwise, as would a design and build contractor experienced in carrying out such works for projects of a similar size scope value character and complexity to the Works;
- 3.3 it shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Contractor's responsibilities in relation to the Project provided that the Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as client instead of the Employer in the Building Contract; and
- 3.4 the Beneficiary shall be deemed to have relied and shall continue to rely upon the Contractor's skill and judgement in respect of all matters which lie within the scope of the Contractor's responsibilities in relation to the Project.

4 **Prohibited materials**

The Contractor shall not specify or authorise for use any materials or goods which are then known (or generally considered within the construction industry) to be deleterious to health and safety or to durability in the particular circumstances in which they are used.

5 **[Step-in**

- 5.1 The Contractor covenants with the Beneficiary that if any event of default shall occur under the Agreement at any time the Contractor shall, if so required by notice in writing given by the Beneficiary in accordance with clauses [5.4.15-4.1](#) to [5.4.35-4.3](#) inclusive, accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer upon the terms and conditions of the Building Contract and the Employer acknowledges that the Contractor shall be entitled to rely on the notice given to the Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.
- 5.2 The Contractor hereby covenants that it shall not exercise nor seek to exercise any right to terminate or treat as terminated the Building Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Building Contract without first giving to the Beneficiary prior written notice specifying the Contractor's ground for terminating or treating as terminated the Building Contract and/or its employment and/or discontinuing or suspending its performance under the Building Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective pay less notice has been given the Contractor shall give seven days' notice otherwise the Contractor shall give 15 Working Days' notice.
- 5.3 Compliance by the Contractor with the provisions of clause [5.25-2](#) shall not be treated as a waiver of any breach on the part of the Employer giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause [5.45-4](#).
- 5.4 Within the relevant notice period referred to in clause [5.25-2](#) the Beneficiary or its appointee may give written notice to the Contractor:

5.4.1 acknowledging that it assumes all the obligations of the Employer;

5.4.2 requiring the Contractor to continue with the performance of its duties and obligations under the Building Contract;

5.4.3 undertaking unconditionally to the Contractor to pay to the Contractor within 15 Working Days after the date of the notice under this clause ~~5.45.4~~ any sums which have become properly due and payable to the Contractor under the Building Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Contractor from the appointee[;][.]

[provided that the rights of [] under clause 55 of the warranty given or to be given by the Contractor to [] shall have priority over the rights of the Beneficiary under this clause whether such are exercised by [] before or after the exercise by the Beneficiary of its rights under this clause.]

5.5 In the event of the Beneficiary or their appointee giving notice to the Contractor in accordance with clause ~~5.45.4~~ the Building Contract shall continue in full force and effect and in all respects as if the Building Contract had been made between the Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Employer (but without prejudice to any rights of recovery as between the Contractor and the Employer) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.

5.6 The Employer confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.]

6 Copyright

6.1 Subject to any rights in any design, drawings and other documents supplied to the Contractor for the purposes of the Building Contract by or on behalf of the Employer, the copyright in all the Contractor's Design Documents shall remain vested in the Contractor.

6.2 The Beneficiary shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Beneficiary to copy and use the Contractor's Design Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works.

6.3 The Contractor shall not be liable for any use by the Beneficiary of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.

6.4 When requested to do so by the Beneficiary the Contractor shall provide to the Beneficiary copies of the Documents subject to the Beneficiary paying the Contractor's reasonable copying charges in connection with complying with such request.

7 Insurance

7.1 The Contractor shall:

- 7.1.1 take out (unless the Contractor has already done so) a professional indemnity insurance policy for not less than £[] [for each and every claim] [for each occurrence of series of occurrences arising out of each and every event] [in the aggregate for each year of insurance] [provided that such limit of indemnity may be [in the aggregate for each year of insurance] [£ []] in respect of claims for pollution contamination and date recognition];
- 7.1.2 provided that it remains available at commercially reasonable rates, maintain such insurance until the expiry of 12 years from the date of practical completion of the Works; and
- 7.1.3 as and when reasonably requested to do so by the Beneficiary, produce for inspection documentary evidence that such has been effected and/or is being maintained.

7.2 If the insurance referred to in clause [14.114.1](#) ceases to be available at commercially reasonable rates, the Contractor shall immediately give notice to the Beneficiary so that the Contractor and the Beneficiary can discuss the means of best protecting the respective positions of the Beneficiary and the Contractor in the absence of such insurance.

8 **Assignment**

8.1 The Contractor shall not without the consent of the Beneficiary assign its rights under this warranty.

8.2 The Beneficiary may (without the consent of the Contractor [and the Employer]) assign its rights under this warranty:

8.2.1 to any mortgagee and by way of re-assignment on redemption; and/or

8.2.2 to any Group Company; and/or

8.2.3 on two other occasions only.

8.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause [16.2.3](#)~~16.2.3~~.

8.4 The Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Project shall escape loss resulting from such breach by reason of the disposal of its interest in the Project.

9 **Delay**

The Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Works [unless and until the Beneficiary has given notice to the Contractor under clause [5.45.4](#)].

10 **Notices**

10.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

10.2 Notices shall be delivered by:

10.2.1 hand delivery;

10.2.2 pre-paid registered or recorded delivery mail; or

10.2.3 facsimile transmission (transmitted before 4.00 pm on a Working Day) and confirmed by first class pre-paid post.

10.3 Notices and communications shall be deemed to have been delivered or received in the case of:

10.3.1 hand delivery on the date of delivery;

10.3.2 pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted; or

10.3.3 facsimile transmission sent in accordance with clause ~~10.2.3~~^{10.2.3} on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip.

11 **Continuing effect**

Notwithstanding the completion of the Project or any part of the Project this warranty shall continue to have effect.

12 **Miscellaneous**

12.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Contractor in the absence of this warranty.

12.2 The Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

12.2.1 the appointment by the Beneficiary of any person to monitor the carrying out of the Works or to inspect any documents relating to the Property and/or the Works on behalf of the Beneficiary or the failure to appoint such a person; or

12.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

13 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

14 **Law**

This warranty shall and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.

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

Form of design sub-contractor warranty (includes consultants novated to or engaged directly by the Contractor)

Part II

Design Sub-Contractor warranty

dated []

Parties

- (1) [] (registration number []) [of] [whose registered office is at] [] (the **Design Sub-Contractor**);
- (2) [] (registration number []) [of] [whose registered office is at] [] (the **Beneficiary**); and
- (3) [[] (registration number []) [of] [whose registered office is at] [] (the **Contractor**).]

Introduction

- (A) The [Employer] [Beneficiary] has procured the carrying out of the Works at the Property (as defined below).
- (B) The Contractor carries on business as a building contractor and has been appointed as such by the [Employer] [Beneficiary] to carry out the Works upon the terms and conditions contained in the Building Contract (as defined below).
- (C) The Contractor has engaged the Design Sub-Contractor in the capacity of [].
- (D) The Beneficiary has an interest/will have an interest in the Property or a part or parts of the Property and/or the Project and has entered into the Agreement (as defined below) in respect of the Property/is the Employer under the Building Contract.
- (E) The Design Sub-Contractor has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 Definitions and interpretation

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

[Agreement] means the agreement between the Beneficiary and the Employer dated [] whereby the Beneficiary has agreed to [provide finance for the carrying out and completion of the Project] [purchase the Property] [acquire a long leasehold interest in the Property] [engaged the Employer as developer to procure the carrying out of the Works;]

Building Contract means the JCT Design and Build Contract (2011 edition) as amended dated [] entered into between the [Employer] [Beneficiary] and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

[Contractor] means [] (company number []) of/whose registered office is at [];]

Design Sub-Contract means the terms of engagement entered into between the Contractor and the Design Sub-Contractor [by way of a deed of novation] dated [] (and any further agreement(s) varying or supplementing it) under which the Design Sub-Contractor has agreed to provide the Services;

Documents means the drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Design Sub-Contractor in relation to the design of the Works;

[Employer] means [] (company number []) of/whose registered office is at [];]

Group Company means any subsidiary company or holding company of the Beneficiary or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006;

Project means [] at the Property;

Property means [];

Services means the works, design and/or services which the Design Sub-Contractor has been retained to carry out under the Design Sub-Contract;

Working Day means any day except Saturday Sunday and bank or other public holidays in England; and

Works means the works of design, [demolition, refurbishment,] construction, completion and defects rectification to be carried out on the Property pursuant to the Building Contract.

- 1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.
- 1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.
- 1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.
- 1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 **Consideration**

In consideration of the payment of £10 by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges) the Contractor covenants to the Beneficiary as set out in this warranty.

3 **Duty of care**

The Design Sub-Contractor warrants and undertakes to the Beneficiary that:

- 3.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Design Sub-Contract;
- 3.2 it has exercised and will continue to exercise in the performance of the Services all the reasonable skill and care to be expected of a properly qualified and competent [] experienced in the provision of services and works for projects of a similar size scope value character and complexity to the Project;
- 3.3 it shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Design Sub-Contractor's responsibilities in relation to the Project provided that the Design Sub-Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as client instead of the Contractor in the Design Sub-Contract; and
- 3.4 the Beneficiary shall be deemed to have relied and shall continue to rely upon the Design Sub-Contractor's skill and judgement in respect of all matters which lie within the scope of the Design Sub-Contractor's responsibilities in relation to the Project.

4 **Prohibited materials**

The Design Sub-Contractor shall not specify or authorise for use any materials or goods which are then known (or generally considered within the construction industry) to be deleterious to health and safety or to durability in the particular circumstances in which they are used.

5 **[Step-in**

- 5.1 [The Design Sub-Contractor covenants with the Beneficiary that if any event of default shall occur under the Building Contract at any time the Design Sub-Contractor shall, if so required by notice in writing given by the Beneficiary in accordance with clauses [5.4.15.4.1](#) to [5.4.35.4.3](#) inclusive, accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor upon the terms and conditions of the Design Sub-Contract and the Contractor acknowledges that the Design Sub-Contractor shall be entitled to rely on the notice given to the Design Sub-Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.]
- 5.2 The Design Sub-Contractor hereby covenants that it shall not exercise nor seek to exercise any right to terminate or treat as terminated the Design Sub-Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Design Sub-Contract without first giving to the Beneficiary prior written notice specifying the Design Sub-Contractor's ground for terminating or treating as terminated the Design Sub-Contract and/or its employment and/or discontinuing or suspending its performance under the Design Sub-Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective pay less notice has been given the Design Sub-Contractor shall give seven days' notice otherwise the Design Sub-Contractor shall give 15 Working Days' notice.

5.3 Compliance by the Design Sub-Contractor with the provisions of clause [5.25-2](#) shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Design Sub-Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause [5.45.4](#).

5.4 Within the relevant notice period referred to in clause [5.25-2](#) the Beneficiary or its appointee may give written notice to the Design Sub-Contractor:

5.4.1 acknowledging that it assumes all the obligations of the Contractor;

5.4.2 requiring the Design Sub-Contractor to continue with the performance of its duties and obligations under the Design Sub-Contract; and

5.4.3 undertaking unconditionally to the Design Sub-Contractor to pay to the Design Sub-Contractor within 15 Working Days after the date of the notice under this clause [5.45.4](#) any sums which have become properly due and payable to the Design Sub-Contractor under the Design Sub-Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Design Sub-Contractor from the appointee[;][.]

[provided that the rights of [] under clause [56](#) of the warranty given or to be given by the Design Sub-Contractor to [] shall have priority over the rights of the Beneficiary under this clause whether such are exercised by [] before or after the exercise by the Beneficiary of its rights under this clause.]

5.5 In the event of the Beneficiary or their appointee giving notice to the Design Sub-Contractor in accordance with clause [5.45.4](#) the Design Sub-Contract shall continue in full force and effect and in all respects as if the Design Sub-Contract had been made between the Design Sub-Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Contractor (but without prejudice to any rights of recovery as between the Design Sub-Contractor and the Contractor) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.

5.6 The Contractor confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.]

6 Copyright

6.1 Subject to any rights in any design, drawings and other documents supplied to the Design Sub-Contractor for the purposes of the Design Sub-Contract by or on behalf of the Contractor, the copyright in all the Documents shall remain vested in the Design Sub-Contractor.

6.2 The Beneficiary shall have an irrevocable, royalty-free, nonexclusive licence to copy and use the Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Beneficiary to copy and use the

Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works.

- 6.3 The Design Sub-Contractor shall not be liable for any use by the Beneficiary of any of the Documents for any purpose other than that for which they were prepared.
- 6.4 When requested to do so by the Beneficiary the Design Sub-Contractor shall provide to the Beneficiary copies of the Documents subject to the Beneficiary paying the Design Sub-Contractor's reasonable copying charges in connection with complying with such request.

7 Insurance

7.1 The Design Sub-Contractor shall:

7.1.1 take out (unless the Design Sub-Contractor has already done so) a professional indemnity insurance policy for not less than £[] [for each and every claim] [for each occurrence of series of occurrences arising out of each and every event] [provided that such limit of indemnity may be [in the aggregate for each year of insurance] £[]] in respect of claims for pollution contamination and date recognition];

7.1.2 provided that it remains available at commercially reasonable rates, maintain such insurance until the expiry of [six] [12] years from the date of practical completion of the Works; and

7.1.3 as and when reasonably requested to do so by the Beneficiary, produce for inspection documentary evidence that such has been effected and/or is being maintained.

7.2 If the insurance referred to in clause ~~7.1.1~~ ceases to be available at commercially reasonable rates, the Design Sub-Contractor shall immediately give notice to the Beneficiary so that the Design Sub-Contractor and the Beneficiary can discuss the means of best protecting the respective positions of the Beneficiary and the Design Sub-Contractor in the absence of such insurance.

8 Assignment

8.1 The Design Sub-Contractor shall not without the consent of the Beneficiary assign its rights under this warranty.

8.2 The Beneficiary may (without the consent of the Design Sub-Contractor and the Contractor) assign its rights under this warranty:

8.2.1 to any mortgagee and by way of re-assignment on redemption; and/or

8.2.2 to any Group Company; and/or

8.2.3 on two other occasions only.

8.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause ~~8.2.3~~.

8.4 The Design Sub-Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Project shall escape loss resulting from such breach by reason of the disposal of its interest in the Project.

9 Notices

9.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

9.2 Notices shall be delivered by:

9.2.1 hand delivery;

9.2.2 pre-paid registered or recorded delivery mail; or

9.2.3 facsimile transmission (transmitted before 4.00 pm on a Working Day) and confirmed by first class pre-paid post.

9.3 Notices and communications shall be deemed to have been delivered or received in the case of:

9.3.1 hand delivery on the date of delivery;

9.3.2 pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted; or

9.3.3 facsimile transmission sent in accordance with clause [9.2.39-2.3](#) on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip.

10 Continuing effect

Notwithstanding the completion of the Project or any part of the Project this warranty shall continue to have effect.

11 Miscellaneous

11.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Design Sub-Contractor in the absence of this warranty.

11.2 The Design Sub-Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

11.2.1 the appointment by the Beneficiary of any person to monitor the carrying out of the Works or to inspect any documents relating to the Property and/or the Works on behalf of the Beneficiary or the failure to appoint such a person; or

11.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

12 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

13 **Law**

This warranty shall and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.

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

Appendix 5

Overage Worked Examples

If:

Total Revenue = £200 million

Total Development Costs = £160 million

Net Private Revenue = £173 million

Base Developer Return = 22.5%

Then overage would be:

$(£200\text{m} - £160\text{m} = £40\text{m}) - (£173\text{m} \times 22.5\% = £38,925,000)$

$£40\text{m} - £38,925,000 = £1,075,000$

$£1,075,000 \times 50\% = £537,500]$

Appendix 6
Base Design and Submission

Ham Close Regeneration

Appendix Document

February 2021



APPENDIX A MASTERPLAN

Introduction	
Understanding the Objectives.....	3
Our Vision.....	5
Essence of Ham.....	6
Local Context.....	8
The site	
Site Photographs.....	10
Constraints & Opportunities.....	11
Masterplan Narrative & Design Proposal	
Masterplan Narrative.....	13
Masterplan Form.....	14
Masterplan Narrative & Design Proposal.....	15
Masterplan Delivery.....	16
Accommodation Schedule.....	17
Amenities.....	18
Parking & Public Realm.....	19
Key Development Requirements.....	20
From Masterplanning to Architecture.....	21
Residential Quality.....	22
Community Centre.....	24
Landscape Masterplan	
Landscape Setting and Character.....	28
Detailing and Special Features.....	29
Existing Trees and Greenspace.....	30
Landscape Strategy.....	31
Landscape Masterplan.....	32
Courtyards.....	33
Linear Park.....	34
Streets.....	35
Biodiversity and Climate Positive Design.....	36
Sustainability.....	37
Architecture.....	38
Technical Drawings	
Technical Drawings.....	46
Conclusion.....	57





Understanding the Objectives

- > To create a transformative master plan reflecting the requirements and aspirations of residents, RHP, LBRuT and wider stakeholders
- > An exemplary development with an architectural character reflecting the unique 'village like' character of Ham
- > To embed shared values of social and environmental sustainability guiding the design of exceptional new homes and public spaces
- > Creating a productive and diverse landscape, engendering active, healthy lifestyles, enhancing the daily experience for new and existing residents
- > To provide a community building providing a meeting point for the community, a vibrant social hub with a range of activities serving local needs

APPENDIX A MASTERPLAN





Our Vision

Our vision for Ham Close is to deliver exemplary architecture to compliment the rich historic context of Ham. At the same time, embedding sustainability, and community into the proposals in a way that not only physically shapes the proposals, but can also grow and develop over time bringing added benefit to the residents and wider community.

Through the Ham Close regeneration, we intend to set a new benchmark, not just for the quality of the development itself, but also for the level of inclusion and involvement that we intend to instil. We will leave a positive legacy that will go beyond handover. This will ensure that not only physical fabric will be seamlessly integrated, but also the new and existing communities, sharing, and enjoying the benefits of this transformational proposal.

Essence of Ham

Our experiences of Ham from local knowledge and previous engagement are distilled in six key defining qualities of Ham.

- > Ham close and surrounding residents are 'A **community that cares**' and are the heart of Ham.
- > **Mature landscape** - homes set within generously landscaped streets, courtyards and open spaces to inform placemaking.
- > Ham has been at the forefront of 'High Quality Design & Innovation' of housing schemes including the Eric Lyons Span housing concept.
- > '**Village Feel**' - Ham has established over time with a richness of building forms and styles that create a village feel.

- > Ham has a wealth of '**Rich Heritage**' that provides inspiration for the architectural narrative.

- > Ham benefits from local '**Connections to Nature**' with Ham Lands and the River Thames surrounding Ham.



A community that cares



High Quality Design & Innovation



Rich Heritage



Mature Landscape



Village Feel



Connection to nature

APPENDIX A MASTERPLAN

Essence of Ham



Local Context

Ham's rich vernacular presents a wealth of inspiration for the architecture, landscape and placemaking. To ensure a characterful scheme that is embedded into the fabric of Ham the masterplan will draw inspirations from the qualities of the its surroundings.

- > The neighbouring **Wates Estate** was a pioneering housing scheme. Prominent ribbon window and tile hanging epitomise this style. The public realm is fluid between generously landscaped streets and communal courtyards.
- > The grand historic buildings of **Ham House** and those that surround **Ham Common** illustrate the beauty of rigorous classical proportions and symmetry.
- > **Parkleys Estate** is a highly influential 1950s development of flats by the architects/developers Eric Lyons and Geoffrey Townsend under their company Span Developments. They have large timber windows and distinctive concrete tile-hangings. Span was revolutionary in using such modern architectural design and mixing this with traditional materials.

Wates Estate



Ham House and Ham Street



Parkleys



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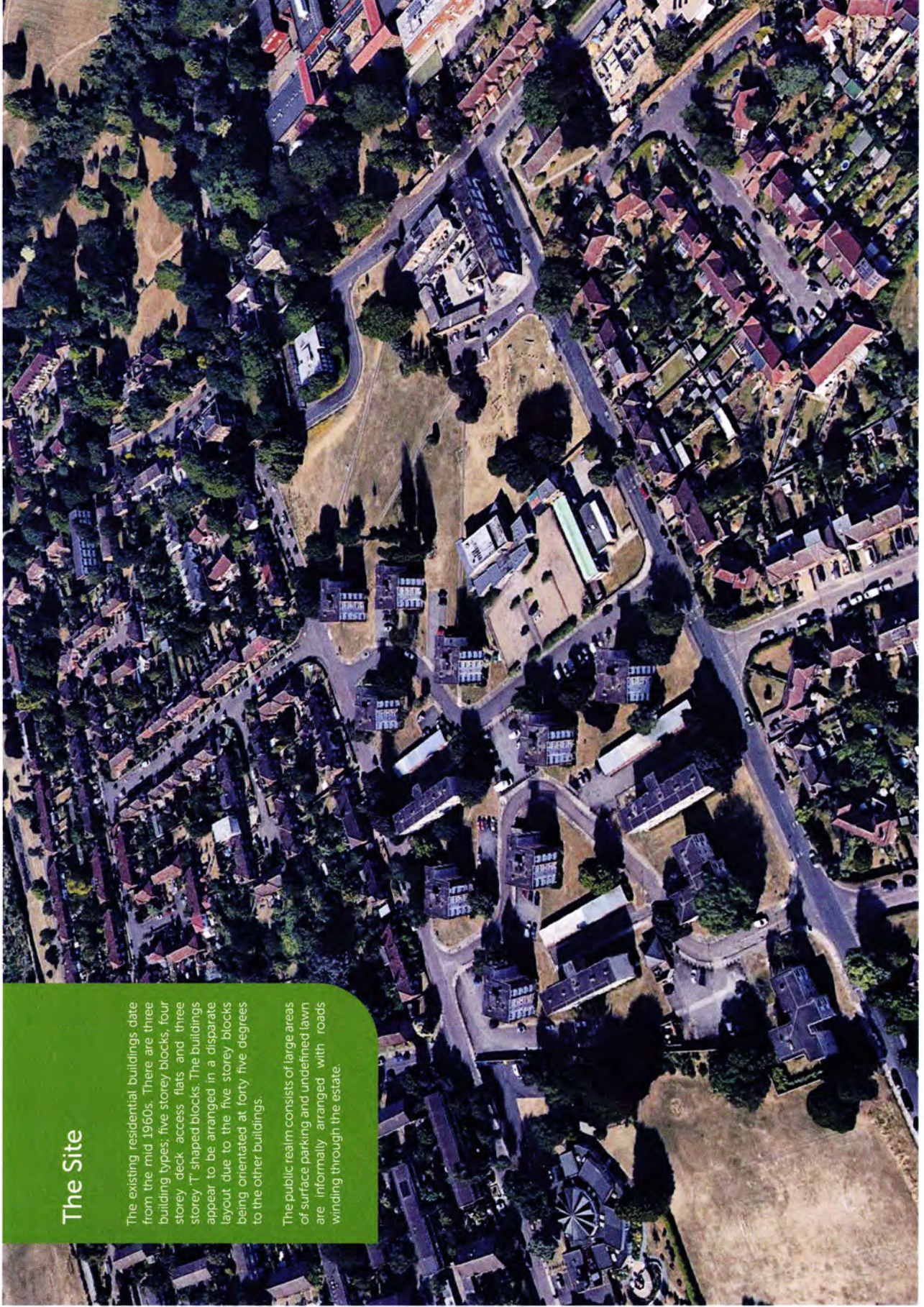
Ham Common



The Site

The existing residential buildings date from the mid 1960s. There are three building types; five storey blocks, four storey deck access flats, and three storey T shaped blocks. The buildings appear to be arranged in a disparate layout due to the five storey blocks being orientated at forty five degrees to the other buildings.

The public realm consists of large areas of surface parking and undefined lawn areas informally arranged with roads winding through the estate.



APPENDIX A MASTERPLAN

Constraints & Opportunities



Constraints

The existing buildings are set out relatively sparsely, with large areas of publicly accessible open landscape and car parks between blocks. There are many existing mature trees across the site and at the edges of the green which will be a priority to retain. However, there are no residents' private gardens or gardens, and a lack of fencing means that open space is not secure nor fosters any sense of ownership. Also, the existing estate roads are unwieldy in layout and appear out of character with the more regular street pattern of surrounding estates and road layouts.

The Ham Village Green is a designated area of Open Land of Townscape Importance and will not be disturbed. There is a large, pressurized main sewer running north-south from Stuart road to Sheridan road, close to the western boundary of the site. There is a high voltage electricity line running diagonally across the site.

The Youth Centre and associated car park occupies a central location on the site. The Ham Clinic occupies a large frontage in Ashburnham Road outside of the masterplan boundary, however its potential future redevelopment and integration into the masterplan must be considered.

- Site Boundary
- Existing Site Access
- Existing Trees
- Sun Path
- Existing Roads
- Rising Main with 3 meter easement zone
- Existing Substations and Underground services
- Community Centre
- Ham NHS Clinic
- Ham Village Green



Opportunities

The regeneration prospects for the estate present several exciting opportunities to improve the estate and its local environment. There is opportunity to create a new green link running through the centre of the masterplan to enhance the connection of the whole estate to the Village Green. Whilst the 'Ham Village Green' is clearly highly regarded by residents and local people, the regeneration will provide an opportunity to enhance the setting of the green and take advantage of the great outlook over the green.

Linked to the green is our site for the re-provision of the community facilities in a new purpose-built community hub, providing a new landmark for the community, and transforming a currently under-utilised and unsightly space. We will also reinstate an edge to the streets on Woodville and Ashburnham Roads, simplify the road layout and prevent vehicle shortcuts through the site, whilst enhancing pedestrian and cycle links.

- Site Boundary
- Link between green spaces
- Existing Trees
- Potential for Green link
- Potential for access routes
- View over Village Green
- Ham Village Green Edge
- Redecline street frontage
- Reflect local architecture
- Ham Village Green
- Bus Stop
- Opportunity for Community Centre

APPENDIX A MASTERPLAN

Design Concept

With landscaping at the heart of the masterplan, integrated public amenity spaces are provided throughout the proposal and a green link is lined by new homes creating a key east/west route. Clearly defined private amenity is created within private landscaped courtyards and generous balconies. Homes have been developed using a mix of building types and variety of heights, with variations in roof form, materials and textures utilised to create a varied street scene built around defined character areas.



Masterplan Narrative



Public Realm

We have introduced distinct landscape character areas to bring variety into the scheme. Green link is a public landscaped space which provides a visual and pedestrian connection from Ham Village Green to the small park which celebrates the retained mature trees. Lanes lead to the garden link by use of soft landscaping and pedestrian paths. Individual courtyards provide private communal amenity spaces for residents. Allotments within these courtyards allows for the community to grow their fruits and vegetables. Local school and community facilities could have allocated plots to encourage learning and outdoor activities. Ham Village Green fully retained. The trees on the green will be retained. Trees at the western end of the green link retained and wherever possible along edges of Ashburnham and Woodville Roads and through the Green Link.

- Site Boundary
- Green Link
- Communal Courtyards
- Private Gardens
- Existing Park Retained
- Green Link
- Ham Village Green
- Pedestrian Friendly Streets



Movement and Open Grain

Central Green Link will be a vehicle free landscaped space with exception of emergency vehicles. A series of pedestrian friendly lanes accessed off Woodville Road and Ashburnham Road lead towards the central east west green link. Limited car parking is located on the lanes. A basement conceals parking from the public realm and allows landscape to be optimised.

Pedestrian movement across the scheme is prioritised and celebrated by generously landscaped streets and open spaces. An open grain is proposed with landscaped pedestrian routes through the gaps between apartment blocks into communal courtyards and connecting out to the wider area and Ham Village Green.

- Site Boundary
- Green Link
- Primary Routes
- Secondary Routes
- Bus Stop

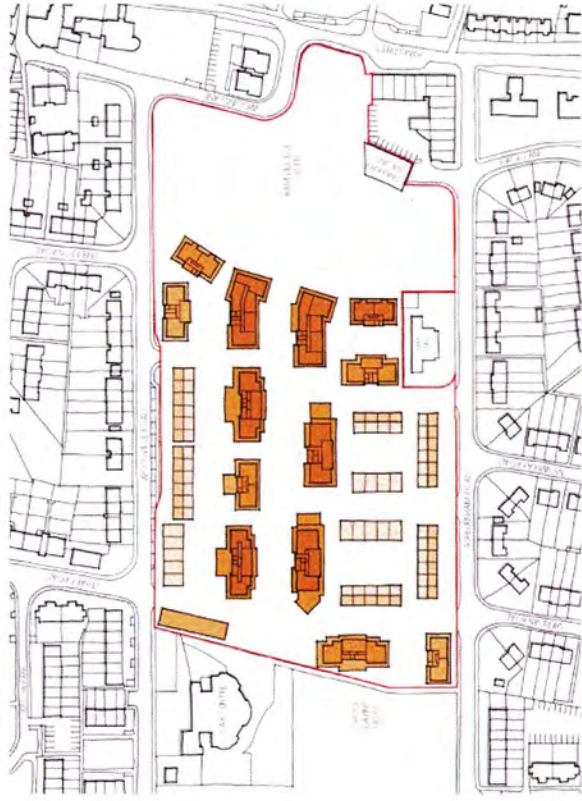


APPENDIX A MASTERPLAN

Masterplan Form



Masterplan Narrative



Heights

The heights have been sensitively considered to be respectful to the surrounding streets, Ashburnham and Woodville Roads. The building heights cascade down from 6 storeys facing the Green Link to 2/3 storeys on the neighbouring streets. Stepped-back top floors reduce the massing and provide articulation.

- Site Boundary
- 2 Storeys
- 3 Storeys
- 4 Storeys
- 5 Storeys
- 6 Storeys



Aspect

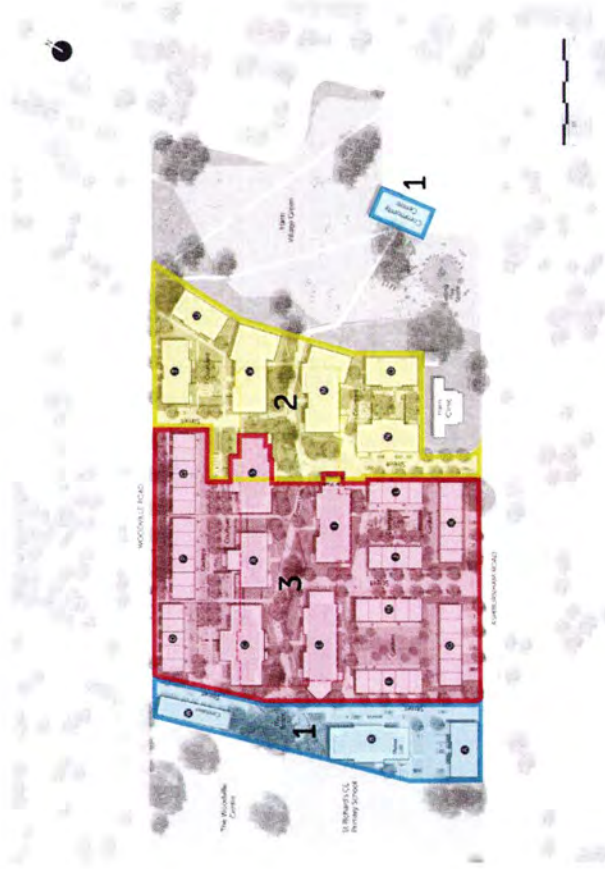
Apartment blocks have been carefully designed to maximise the number of dual and triple aspect flats. Where only single aspect flats can be achieved these are predominantly south facing or overlooking green spaces.

- Site Boundary
- Dual Aspect
- Triple Aspect



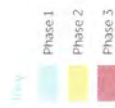
APPENDIX A MASTERPLAN

Masterplan Delivery



Phases

Our masterplan phasing strategy has been carefully considered to achieve a 3 phase regeneration of Ham Close. We can rehause all residents in the first two phases, employing a single move based on the existing housing mix. This is achieved by early delivery of the community centre to unlock development land for phase 2. The three phases will minimise disruption for residents throughout the regeneration and the simple arrangement of phases allow for clear temporary boundaries to be formed. The basement will be constructed in two halves across phases 2 and 3, with access unimpeded during the construction of phase 3.



Tenure

Tenure distribution has been meticulously planned across the phases to achieve the required single-move decant strategy alongside a fair and equal distribution of tenures. Tenure bind design will ensure that the tenure of the buildings are indistinguishable and an equal proportion of private and affordable homes will benefit from the outlook over Ham Village Green. Mixed tenures in one building are separated by floors and will share a common entrance.



Accommodation Schedule

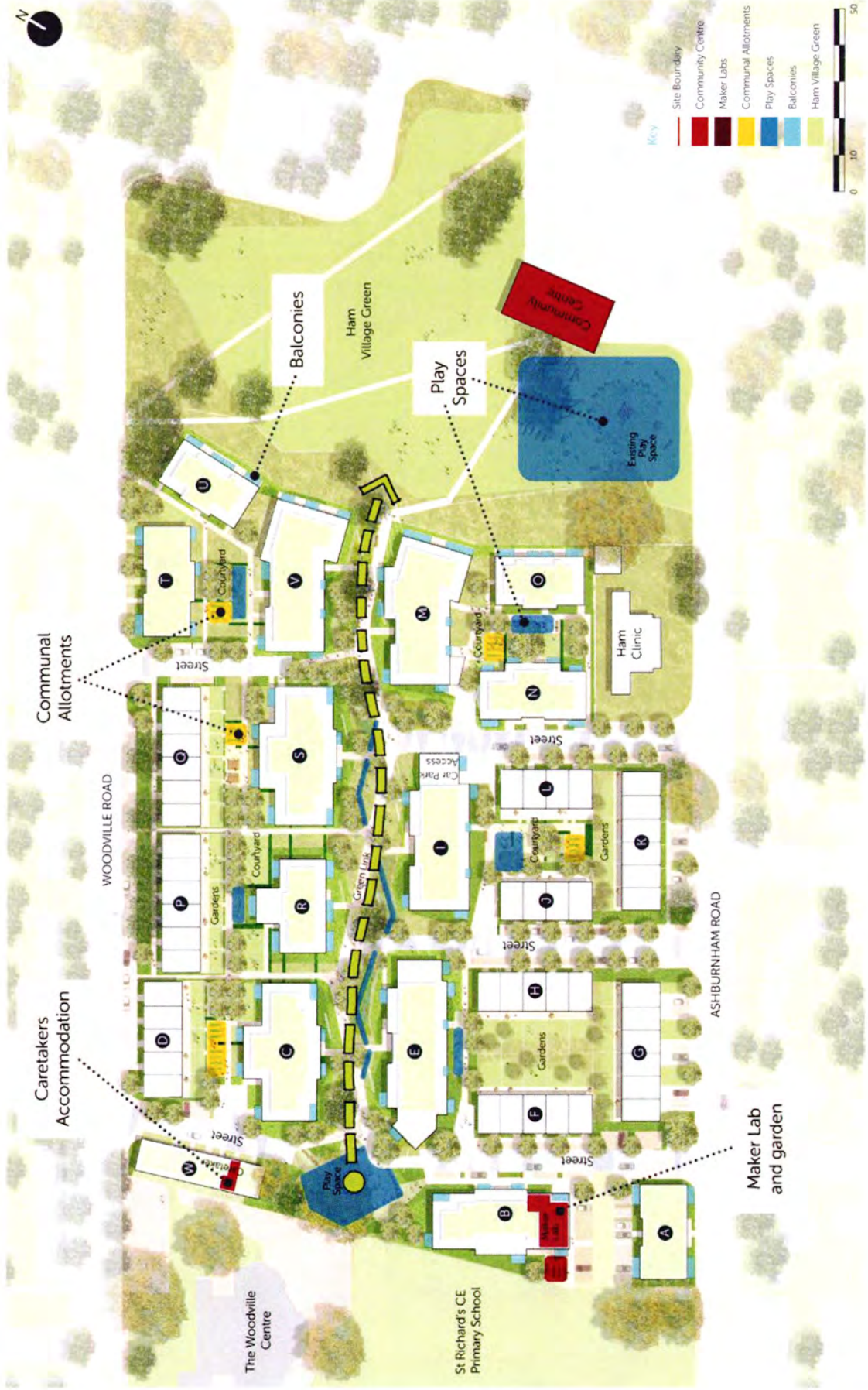
Accommodation Mix Habitable Rooms	1b/1p flat 1	1b/2p flat 2	2b/3p flat 3	2b/4p flat 3	3b/5p flat 4	1b/2p W WCH flat 2	2b/3p W WCH flat 3	2b/4p W WCH flat 3	3b/5p W WCH flat 4	4b/6p H house 5	total units	total hr	% units overall	% hr overall	% hr affordable	% units WCH by tenure	% single Aspect by tenure	1b units	2b units	3b units	4b units
Phase 1 (A, B, W)																					
Affordable Rent Reprisition	27	14	1	1							47	113	10%	9%	20%	11%	30%	62%	36%	2%	0%
Private Sale		3	1								6	15	1%	1%	n/a	0%	17%	33%	50%	17%	0%
Phase 2 (M, N, O, T, U, V)																					
Affordable Rent Reprisition	50	18	12	3	4	3	4	1			87	220	19%	17%	39%	8%	32%	61%	25%	14%	0%
Private Sale	35	1	30	3	2	5	1				77	197	17%	16%	n/a	10%	34%	48%	48%	4%	0%
Phase 3 (C, D, E, F, G, H, I, J, K, L, P, Q, R, S)																					
Affordable Rent Reprisition	8		5				1	1			9	19	2%	2%	3%	11%	78%	89%	11%	0%	0%
Affordable Rent Additional			12				2	1	1		21	69	5%	5%	12%	19%	5%	0%	71%	29%	0%
London Living Rent	10										10	20	2%	2%	4%	0%	20%	100%	0%	0%	0%
Shared Ownership	16		26	1	1	1	2	1			47	125	10%	10%	22%	9%	0%	36%	62%	2%	0%
Private Sale	2	35	47	1		10	5	1	14	33	148	487	33%	38%	n/a	11%	39%	25%	42%	11%	7%
Total units																					
Affordable Rent Reprisition	85	32	13	5	7	5	7	1			143	352	32%	28%	62%	9%	34%	63%	28%	9%	0%
Affordable Rent Additional		12	5		2	1	1	1			21	69	5%	5%	12%	19%	5%	0%	71%	29%	0%
London Living Rent	10										10	20	2%	2%	4%	0%	20%	100%	0%	0%	0%
Shared Ownership	16		26	1	1	1	2	1			47	125	10%	10%	22%	9%	19%	36%	62%	2%	0%
Private Sale	4	70	1	80	5	2	15	6	1	14	231	699	51%	55%	n/a	10%	31%	33%	44%	9%	5%
Total units Habitable rooms																					
	4	181	1	150	24	8	26	9	2	14	452	1265	100%	100%		10%	26%	41%	44%	5%	7%
	4	362	3	450	96	16	78	27	8	56	165	2,800	average hab room/unit				29%	Single Aspect Flats			



APPENDIX A MASTERPLAN

Amenities

1:10000 @ A3



APPENDIX A MASTERPLAN

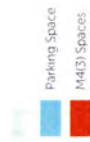
Parking & Public Realm

Overall Parking 304 Spaces



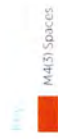
Surface Parking: 78 Spaces

Surface parking spaces are restricted to the edges of the estate, key access roads and the basement to ensure the maximum provision of public landscaping through the central green link. Blocks A and B, including the new Makerlab are served by a small parking court since these will be occupied before the basement is completed.



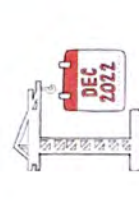
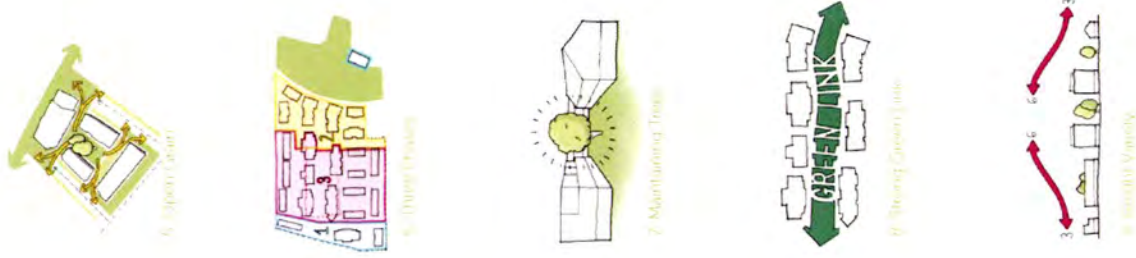
Basement: 226 Spaces

A large basement is key to our masterplan design and has been carefully integrated into the blocks which it serves. Additional convenient access to blocks N, O, T & U allows landscaped courtyards between these blocks in favour of parking courts. Step free access is provided from the basement to all apartment front doors and accessible parking spaces have been distributed evenly across the basement, closest to the access points.



Key Development Requirements

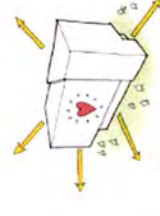
ACHIEVING & EXCEEDING THE 17 KEY DEVELOPMENT REQUIREMENTS



1. 452 Homes



2. Design

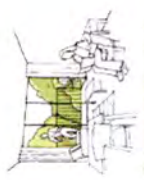


3. Future



4. High Village Green

5. Open Space



6. Open Space



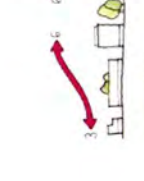
7. Maintaining Trees



8. Green Link



9. Working Green Jobs



10. Affordable Housing

11. Transport Links

12. Employment Potential

13. Well-served Amenities

14. Supporting Residents

15. Affordable Housing

From Masterplanning to Architecture

This is our starting point and the next steps to make Ham Close 'special' will be:

Hands on Consultation:

1. Understanding from the community of what is 'special' to them about Ham.
2. Ideas Sessions to develop a scheme together that instils the 'Essence of Ham'.

Design Team Collaboration:

3. Three Designers working together and challenging each other to get the best design that reflects the Communities' and Design Team's aspirations
4. Build a scheme that is collectively designed to be unique to Ham and that the community will be proud of.



1 Understanding



3 Design Team Collaboration



2 Ideas Sessions



4 A scheme the community is proud of



Residential Quality

Dwelling typologies will be carefully designed for the future residents. Key design features are as follows:

- > Dual aspect apartments.
- > Naturally well lit rooms.
- > Usable storage.
- > Balconies for all apartments.
- > Dedicated working from homes spaces.



1b2p Apartment



2b4p Apartment



3b5p Apartment



Example House Types

House typologies will be carefully designed for the future residents. Key design features are as follows:

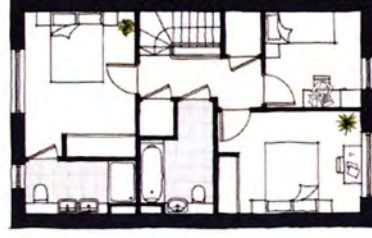
- > Open Plan Living
- > Patio/garden onto communal garden.
- > Dedicated spaces for working from home.
- > Terraces at second floor.
- > Usable storage.
- > Flexible ground floor arrangements.



4b6p House



3b5p House



Community Centre

Giving great prominence to the Community Centre within our masterplan proposals will enable the community to shape an important piece of civic architecture for Ham.

We will work with the community and the wider stakeholders to design a community centre that the whole of Richmond can be proud of.

- > It will be designed with the community - for the community.
- > It will connect with and benefit from the Ham Close Green and be a starting point for the new 'Green Link'
- > It will aspire to the highest sustainable standards
- > It will connect with the rich architectural narrative of Ham





Connection to Ham Heritage



Ham Manor
House Farm



Ham River
Grit Company



Hawker
Factory

Our current thinking for the narrative regarding the design of the Community Centre draws its inspiration from the rich working heritage of Ham. Elements that have been investigated to date include:

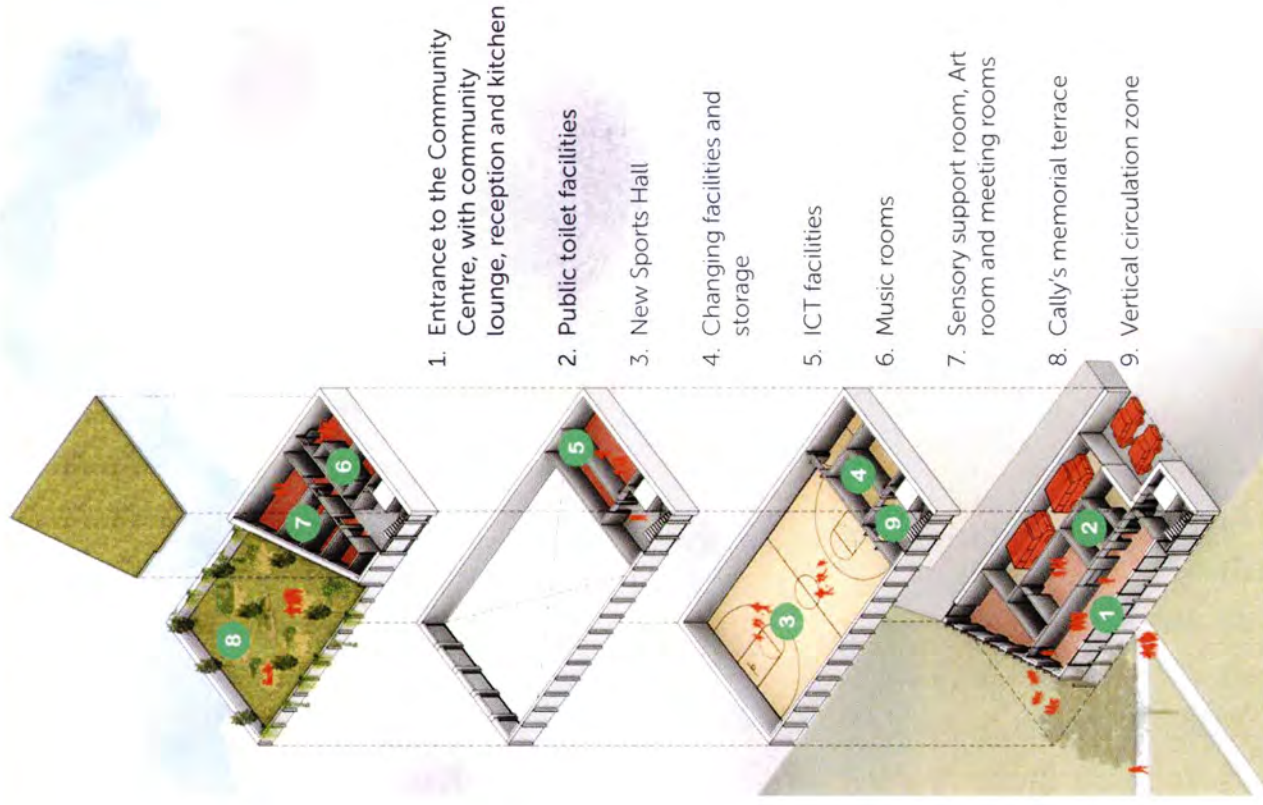
- > Can we reflecting the heritage of the site, in as much that it was the former site of the Ham Manor Farm?
- > As a large proportion of 'New' Ham is located on the site of the former Ham River Grit Company, can this influence our design thoughts?
- > Is there a possibility to highlight the heritage of the Ham Hawker factory in our design concepts?



Community Centre

Our current proposals are just the starting point for the journey that we need to embark on with all of the relevant stakeholders and client representatives but the current proposals benefit from:

- > A standalone Community Centre that will be a lasting piece of civic architecture for Ham.
- > Fantastic connections to Ham Green with all the associated benefits that could come with this.
- > A flexible Cally's memorial terrace that has the opportunity to be revenue making.
- > Provided in Phase 1 of the works so that the residents receive a beneficial early boost through the construction process.
- > Located away from the main masterplan residences to limit exposure to noise.



1. Entrance to the Community Centre, with community lounge, reception and kitchen
2. Public toilet facilities
3. New Sports Hall
4. Changing facilities and storage
5. ICT facilities
6. Music rooms
7. Sensory support room, Art room and meeting rooms
8. Cally's memorial terrace
9. Vertical circulation zone



Materiality

Drawing our inspiration from the heritage of Ham will be our guiding principle when considering the external aesthetic and materiality of the Community Centre

We will want the community to help us shape our thinking on this selection during our consultation with them.

- > We have the opportunity to use timber to reflect the organic geometric forms observed in the historical Ham Manor House Farm structures.
- > We could investigate ways in which we could reflect the wider heritage of the site and its connections to the Ham River Grit Company and create a rich and textured aesthetic.
- > There is the potential to mirror the construction materials utilised in the making of aircraft at the former Hawker Factory.



Timber?

Flint Gravel?

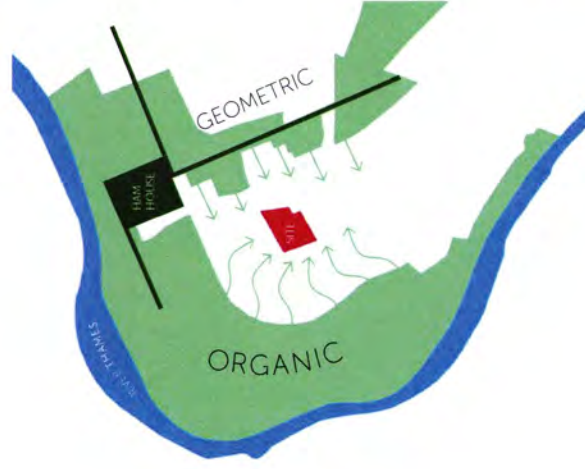
Riveted metal?



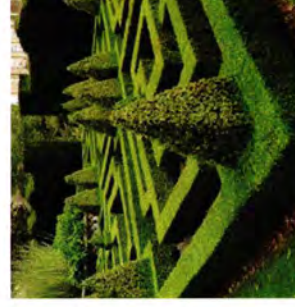
Landscape Setting and Character

Juxtaposing Natural Landscape with Formal Interventions

- > The landscape of Ham is deeply tied to its river setting, both through its extensive greenspaces but also across urban areas.
- > The urban areas promote a strong green framework and hint at the river through the extensive use of wetland trees such as Poplar and Willow species.
- > A quality of Ham is the way the natural organic landscape is blended with formal interventions and urban development. This is evident in the way geometric designed landscapes of Ham House and those in the Waters Estate, contrast but successfully integrate with the natural organic landscapes edging the river.



Naturalistic organic landscape - Ham Lands Nature Reserve, Ham Village Green and local planting



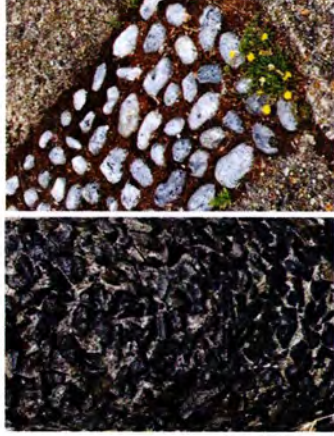
Formal geometric interventions - Ham House landscape and avenues, Waters Estate Courtyards

APPENDIX A MASTERPLAN

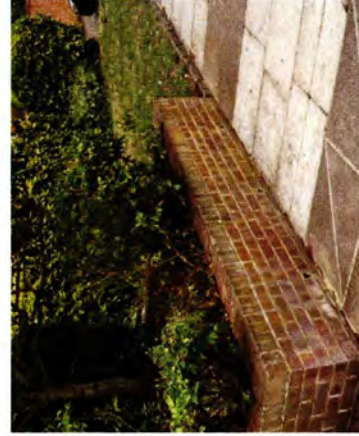
Detailing and Special Features



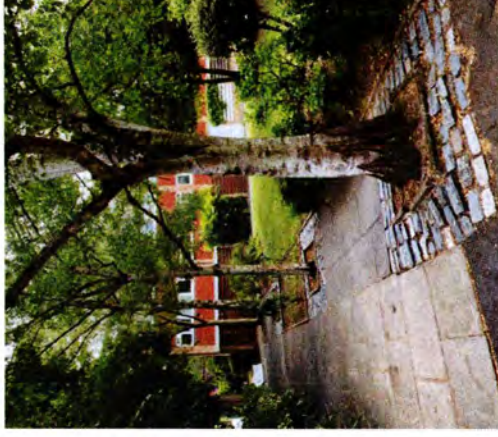
Public art - Ham Village Green and Youth Centre



Local materials - Concrete pavers with granite detailing, pebbles on end, exposed aggregate concrete



Raised planters to reinforce corners



Semi-private communal gardens

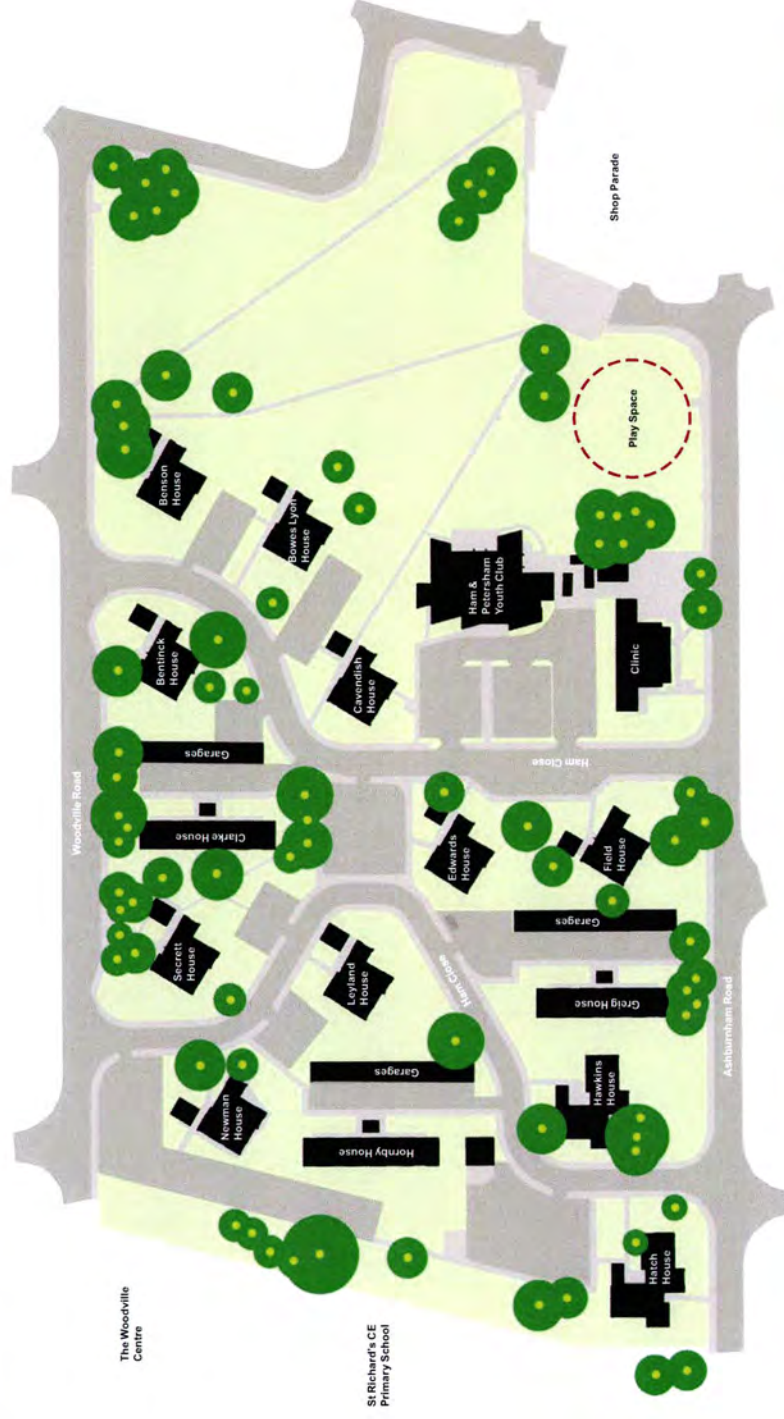


Generous verges and mature trees



Existing Trees and Greenspace

- > The site is characterised by its green setting and proximity to Ham Village Green.
- > Amenity tree planting is spread through the site, with concentrations on the boundaries. Larger specimens are visible in the Village Green and along the western boundary.
- > Trees include a mix of species predominantly consisting of Birch, Willow, Sycamore and Poplar species.
- > Open Amenity grassland intermixed with large, underutilised parking courts characterise the site with occasional pockets of amenity shrubs bordering the existing buildings.
- > Residents currently lack private amenity space, and the green space generally lacks any clear function other than provision of visual amenity.



Existing boundary trees



Underutilised greenspace



Expansive car parking courts



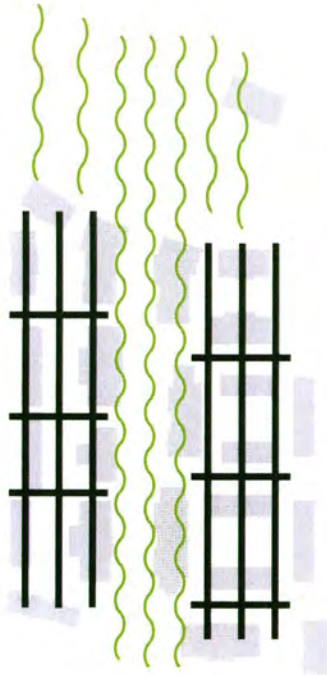
Ham Village Green play space



Landscape Strategy

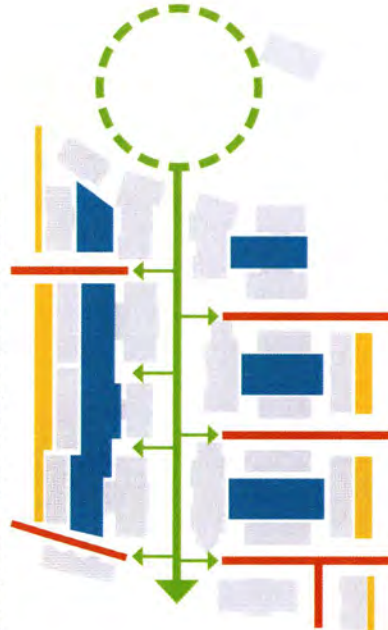
Establishing a Cohesive Landscape Framework

Creating a characterful place which is part of Ham



- ~ Naturalistic organic character associated with the Village Green and River setting
- Formal orthogonal character picking up Ham house traditional landscapes and the existing urban grain

A hierarchy of spaces - Places to play, socialise and nurture



- Public Park - Extending Ham Village Green through into the heart of the development, providing for play and recreation.
- Courtyards - Semi-private spaces for residents amenity. Places to grow food, play, socialise and gather in family groups
- Streets - Safe, healthy streets where pedestrians and cyclists are prioritised.
- Boundaries - Existing tree retention and urban greening to successfully integrate back into the existing neighbourhood

Using art and features to create an embedded identity



- Key pedestrian and cycle link
- Existing features and markers - mosaic wall art and path emblems
- Opportunities for art interventions at key junctions, picking up the mosaic patterning and marking gateway points.

Enhance biodiversity and build climate resilience



- Existing trees retained
- Opportunities for new tree planting
- Preserving Ham Village Green, with opportunities within the development to diversify planting and create new habitats
- Living roofs to reduce surface water run-off and provide further biodiversity value.
- Sustainable drainage systems - swales and rain gardens to collect water run-off, improve habitats and visual amenity.



APPENDIX A MASTERPLAN

Landscape Masterplan

The landscape proposals draw on the natural planted character of Ham lands Nature Reserve and Ham Village Green, blending this with more formal geometric interventions. The landscape creates a healthy community focused place to live sustainably, work, play and socialise.



Courtyards

Shared Formal Gardens

- > Formal orthogonal planting reminiscent of the gardens around Ham House and the Wates Estate, creates a series of landscaped garden rooms.



Local Character - Ham House formal gardens, Wates Estate communal gardens



Courtyard Extract



Precedent Images - Character and Function

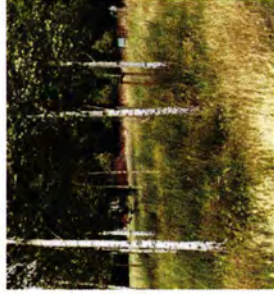


APPENDIX A MASTERPLAN

Linear Park

Extending Ham Village Green Public Open Space

- > Referencing the naturalistic character of Ham Village Green and the river setting to form a natural, habitat rich green link through the heart of the site.



Local Character - Ham Village Green, Ham Lands Nature Reserve



Park Extract



1 Natural landscape responding to wider context



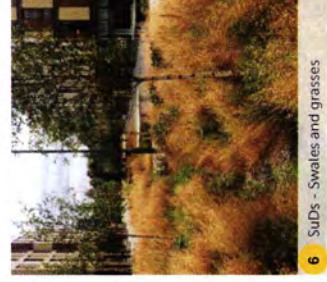
2 Bonded gravel pathways

3 Play trails

4 Ground art



5 Formal play integrated into natural landscape



6 SuDS - Swales and grasses



7 Long grasses to give texture

Precedent Images - Character and Function



Streets

Pedestrian Friendly Routes

- > Green pedestrian friendly streets, promoting a healthy safe north south connection through the development, and into the new linear park and Ham Village Green.



Street Extract



1 Enhanced public realm and connections



2 Green verges and trees



3 Seating opportunities



4 Green streets



5 Safe streets for cyclists and pedestrians



6 Tree planting

Precedent Images - Character and Function

Street Extract



Biodiversity and Climate Positive Design

Promoting a Sustainable Community

Promoting active travel

The proposed street arrangement minimises car movements to promote safe playable community focused public realm. These link to a wider network of footpaths, encouraging active travel including cycling, walking and running.



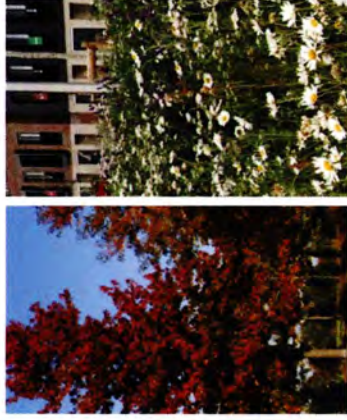
Community activity

The courtyards provide places for the community to meet, grow food and opportunities for more niche activities such as bee keeping.



Rich and diverse planting

The open spaces are designed across the development to form a richly planted landscape, with flowering plants providing nectar, and diverse windflower grasses, supporting birds, insects and other wildlife.



Sustainable drainage

The landscape maximises opportunities the sustainable conveyancing of surface water. Richly planted swales within the linear park, brown roofs and formalised rain gardens within the streets, will maximise water storage and biodiversity.



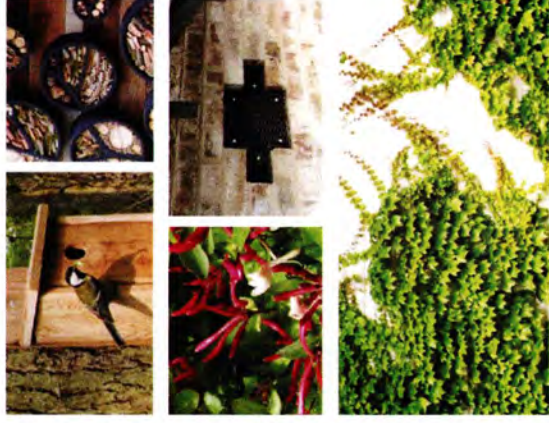
Promoting habitat within courtyard

We will utilise spaces within the public open spaces and courtyards to provide localised interventions including insect hotels, log piles and hibernaculum. These can utilise wood recycled from management of existing trees on the site.



Vertical greening

Flank walls and vertical surfaces will be greened with climbing plants to provide nesting and feeding opportunities for birds. Physical interventions including bird and bat boxes will be applied to natural features and integrated into the built fabric.



Living roofs

All flat blocks will incorporate living brown roofs, providing spaces for grass, herb and wildflower habitat to flourish supporting birds and insects while also supporting an integrated sustainable surface water system.



APPENDIX A MASTERPLAN

Sustainability

One Planet Living

- > We propose to use the One Planet Living framework to develop the Ham Close regeneration's approach to sustainability with the community of Ham.
- > Using this framework, we will create a One Planet Action plan through community workshops and peer reviews, focusing on the 10 principles below:

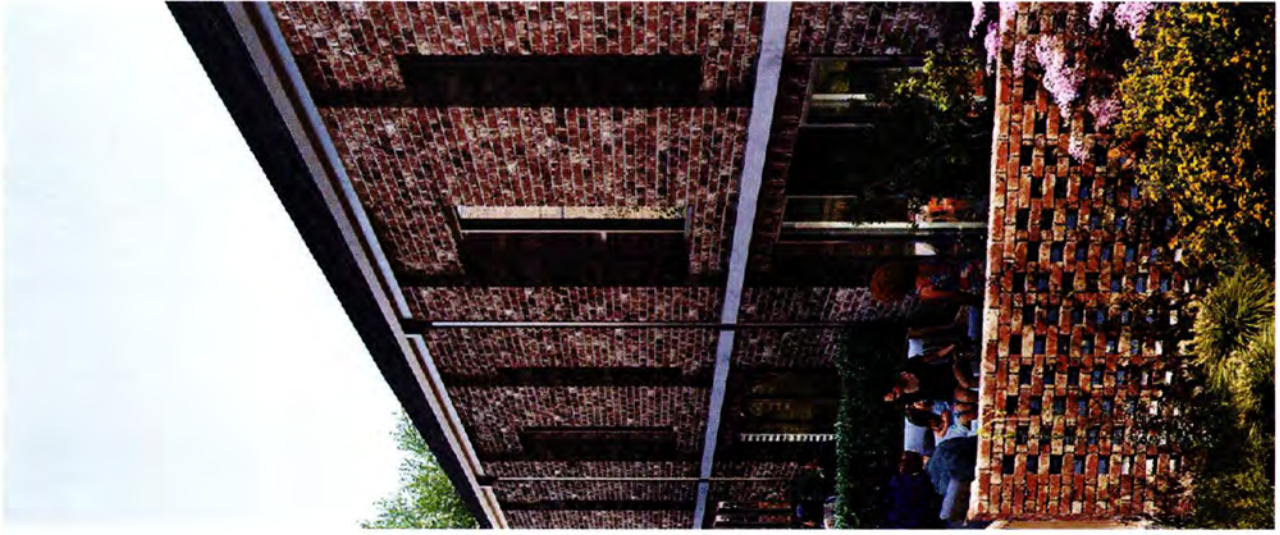
The ten One Planet Living principles:

- Health and happiness
- Equity and local economy
- Culture and community
- Land and nature
- Sustainable water
- Local and sustainable food
- Travel and transport
- Materials and products
- Zero waste
- Zero carbon energy

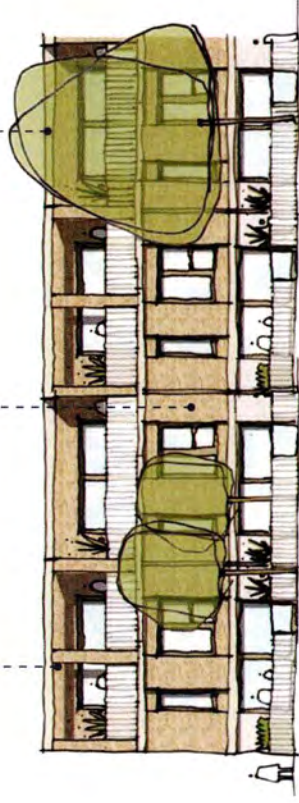


APPENDIX A MASTERPLAN





Village Character - Courtyards



Woodville Road - Wates Estate
Three Storey Houses



Shelley Court, Parkleys - Eric Lyons
Horizontal and Vertical white banding



Fellbrook/Kingfisher Dr.
Landscaped Courtyards

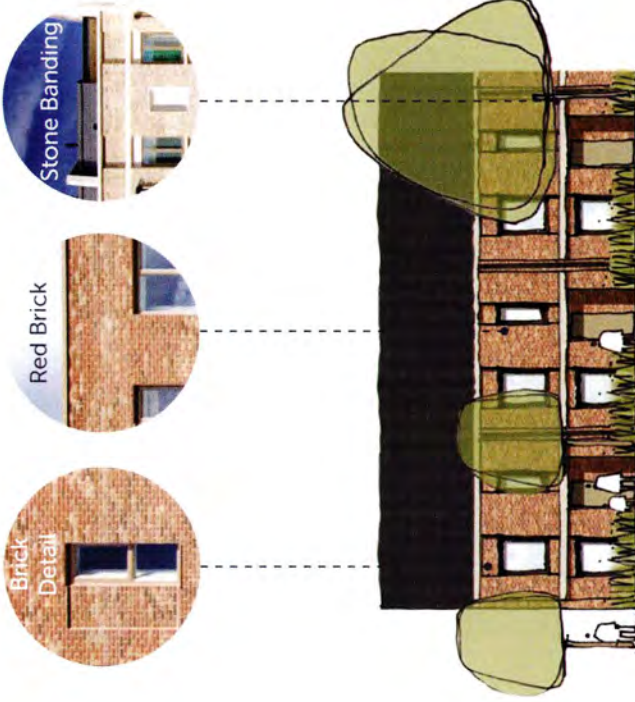
19 // BPTW // Ham Close Regeneration // Design // Physical Documents

APPENDIX A MASTERPLAN





Village Character - Lanes



Broughton Avenue - Terrace Houses
Two storey houses with side gable roof line



Wiggins Lane/Ham Street
Window Proportions



Ham Street
Stepping roof line

48 | BPTW / Ham Close Regeneration / Design Proposal Document



APPENDIX A MASTERPLAN





Village Character - Green Link



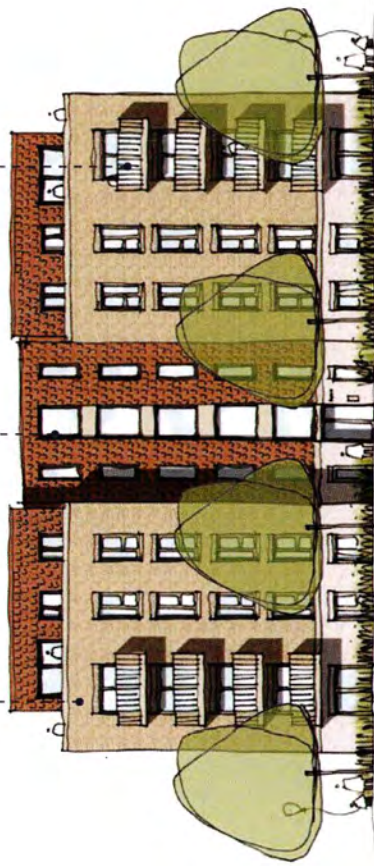
Light Brick



Red Tiles



Local Pattern for Balconies



Parkleys Span Housing - Eric Lyons
Clay tile hanging



Langham House - James Stirling
Vertical circulation and horizontal banding



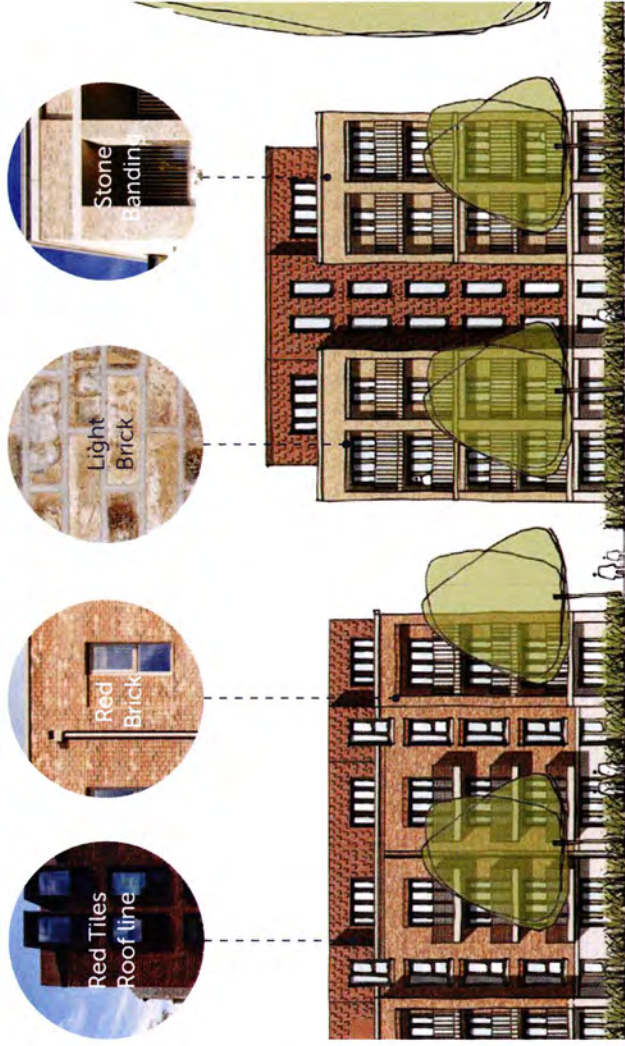
43 // BB1W // Ham Close Regeneration // Design Proposal Document

APPENDIX A MASTERPLAN





Village Character - Ham Village Green



Ham Common - Detached House
Grand bay window proportions



Ham Common
Dormer window



Ham House
Grand bay windows, stepped facade

45 | B&B | Ham Close Regeneration | Design Physical Document



APPENDIX A MASTERPLAN

Technical Drawings

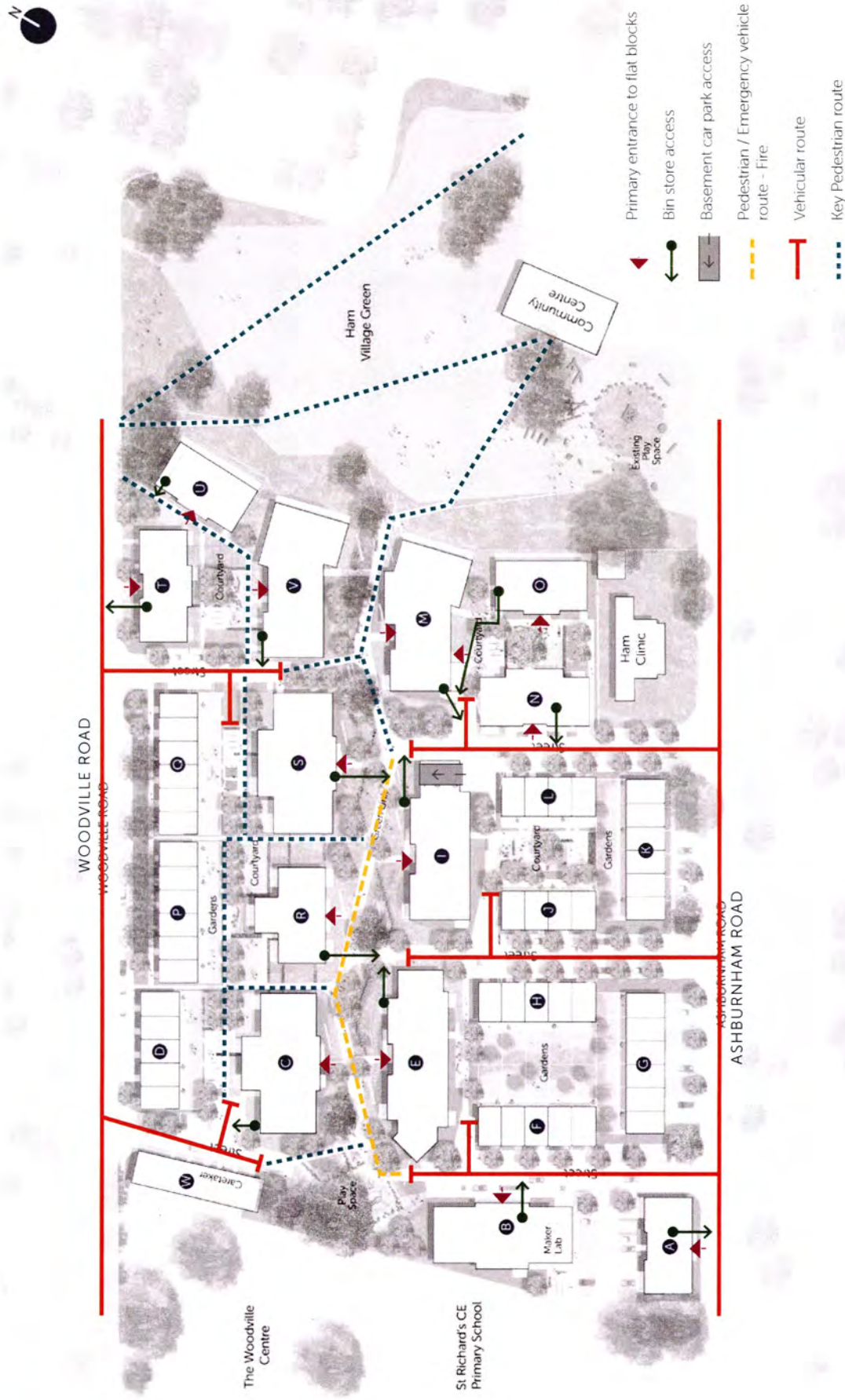
1:1000 on A3



APPENDIX A MASTERPLAN

Access and Circulation

1:10,000 (at A3)



APPENDIX A MASTERPLAN

Detailed Masterplan - Ground Floor Plan

A Block/Terrace Letter
Stores
4 12 Units



APPENDIX A MASTERPLAN

Detailed Masterplan - 1st Floor Plan



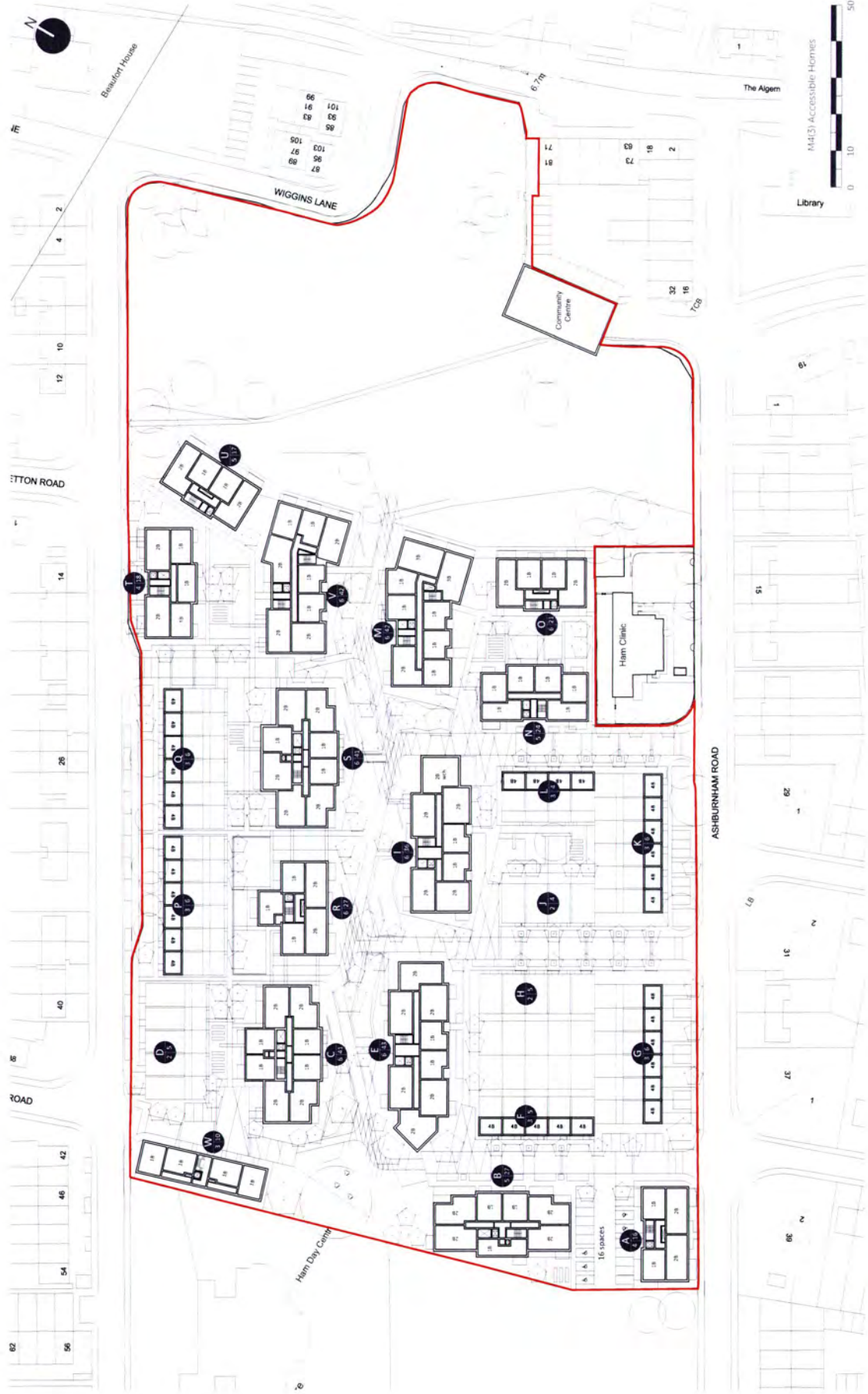
46 / 11/17/17 / Ham Close Regeneration / Design Physical Documents



APPENDIX A MASTERPLAN

Detailed Masterplan - 2nd Floor Plan

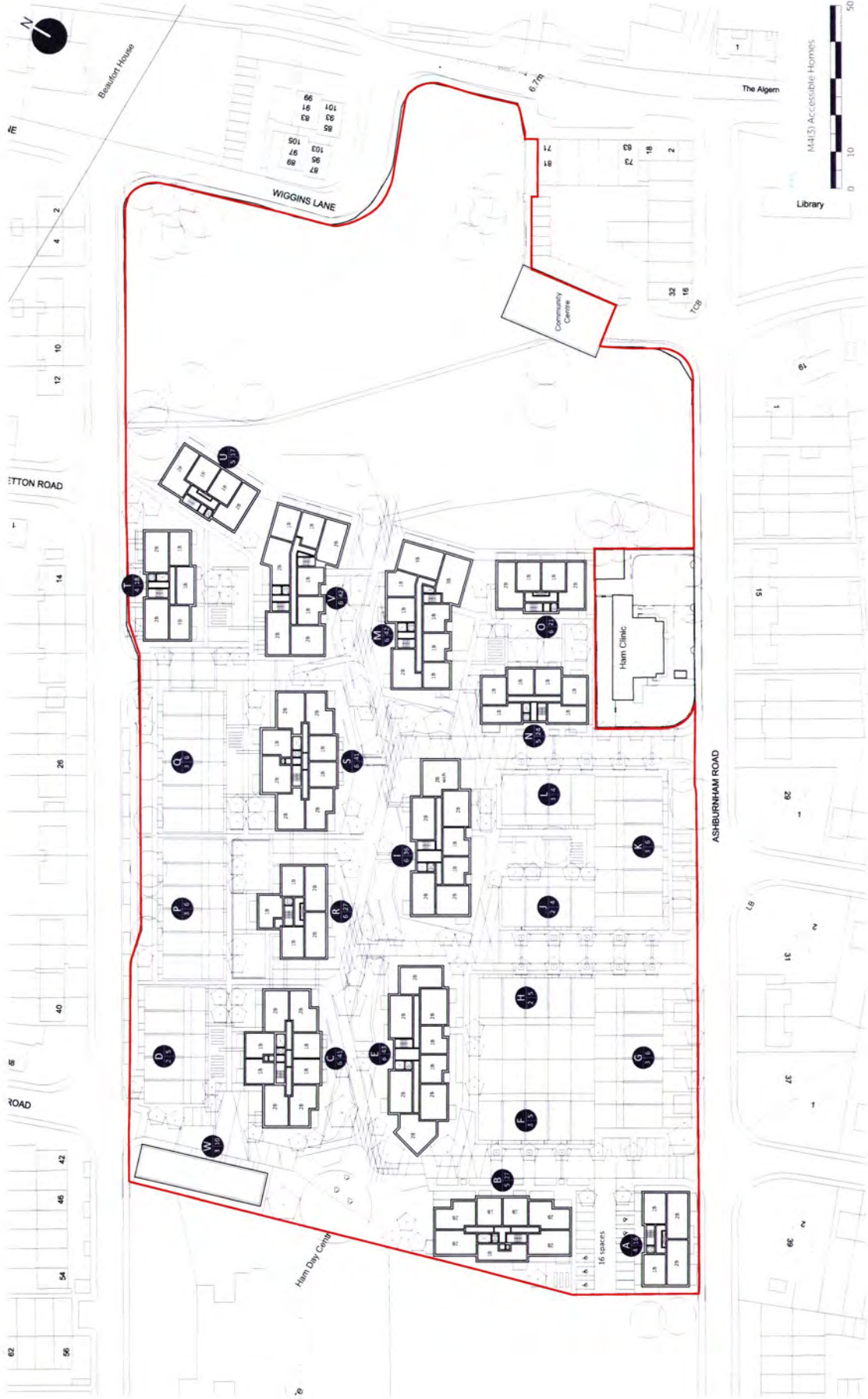
A Block/Terrace Letter
Stores
4 12 Units



APPENDIX A MASTERPLAN

Detailed Masterplan - 3rd Floor Plan

Block/Terrace Letter
A
 Storeys 4
 Units 12



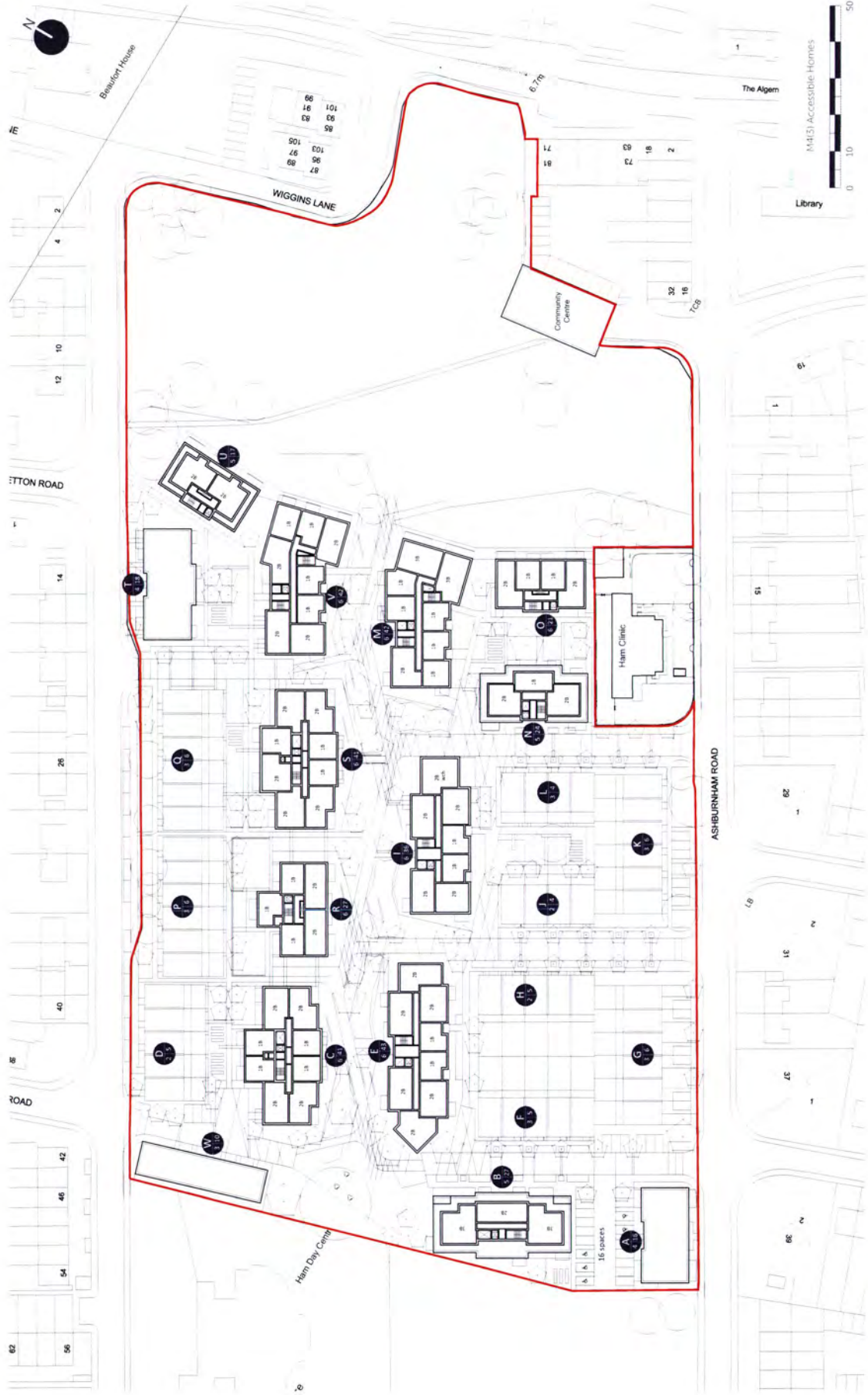
M3 Accessible Homes
 Library
 The Algem



APPENDIX A MASTERPLAN

Detailed Masterplan - 4th Floor Plan

Block/Terrace Letter
A
Storeys 4
Units 112



APPENDIX A MASTERPLAN

Detailed Masterplan - 5th Floor Plan

Block/Terrace Letter
A
Stores
4 12
Units

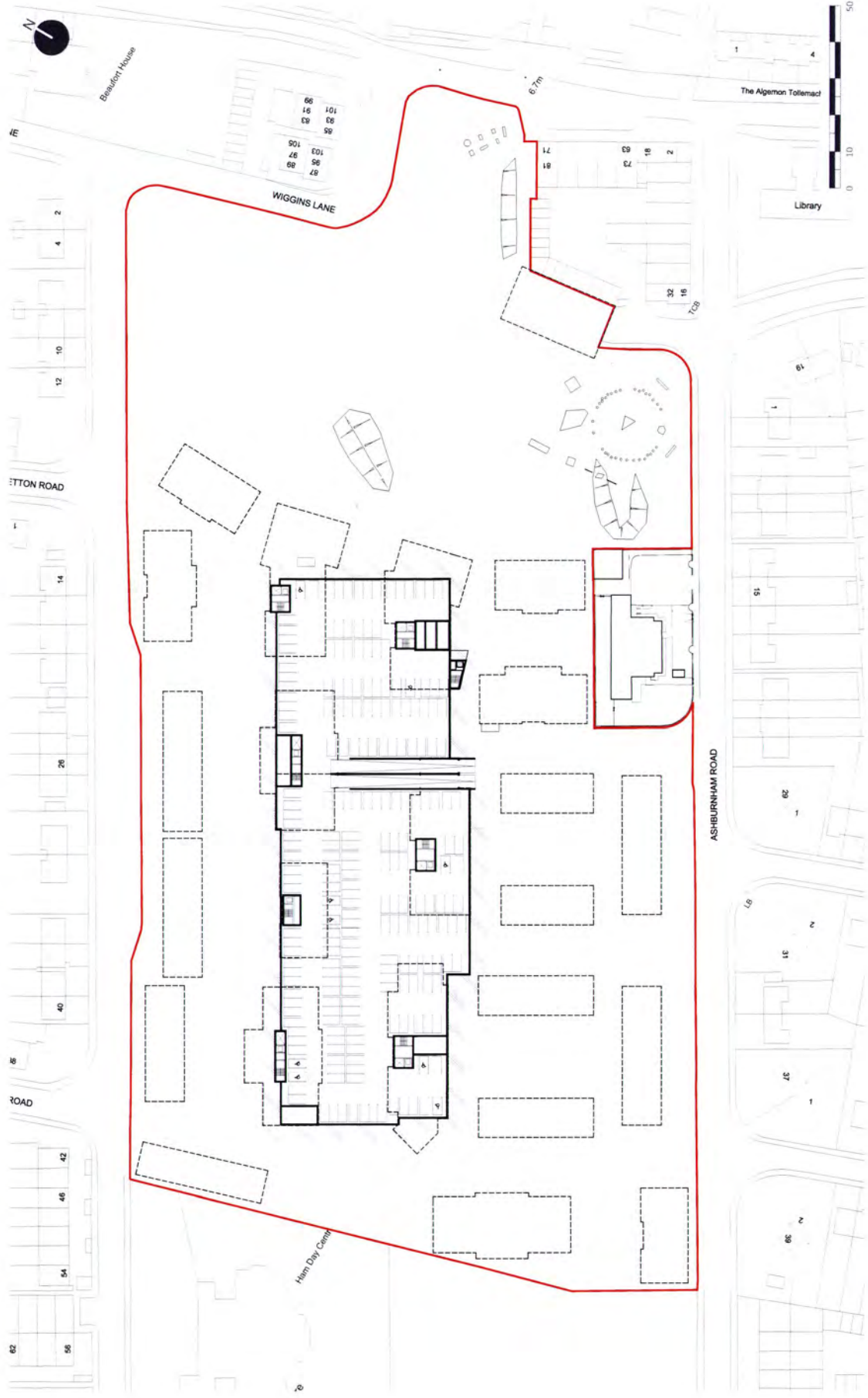


CS / 01/17/17 / Ham Close Regeneration / Design Proposal Document



APPENDIX A MASTERPLAN

Detailed Masterplan - Basement



Appendix 7
Financial Model

Andrew Steward

From: Amy Shaw
Sent: Friday, 17 September 2021 18:31
To: 'Jamie Hunter'; 'Tom Dickson'; Tim Willcocks; 'Rob Cummins'; Simon Cavanagh (Simon.Cavanagh@rhp.org.uk)
Cc: 'Lee, Robert'; 'Tomlinson, Crispin'; Caroline Mortimer (CarolineMortimer@hill.co.uk)
Subject: Ham - Agreed Financial Model [TH-THL.FID118167279]
Attachments: Ham Close - CFT version 12 - CONTRACT VERSION.XLSM; Ham Close - CFT version 12 - CONTRACT MODEL.PDF

All

For the avoidance of doubt, here is the Ham agreed Financial Model as sent by Jamie and Tom. We will refer to this email in the AFL to avoid the need to append the soft copy, but include this as a point of reference in the event the parties need to access the soft copy.

Amy Shaw

Partner

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SITE NAME	Ham Close - single phase			
TOWN	Richmond			
DESCRIPTION	452 homes plus community centre			
PREPARED BY	TD			
DATE	22.07.21			
REVISION	12			
KEY SUMMARY DATA	Phase			Total Project
	1			
Affordable	24,353,904			24,353,904
Community Facilities	3,725,246			3,725,246
Private sales	149,510,750			149,510,750
PRS	0			0
Car parking	0			0
Commercial	0			0
Freehold reversion	0			0
Other1	0			0
Other2	0			0
TOTAL INCOME	177,589,900			177,589,900
Land	20,299,000			20,299,000
Associated Land Fees	7,299,788			7,299,788
Purchase Costs	583,000			583,000
Planning Costs	1,801,833			1,801,833
Sundries	51,000			51,000
Build Costs	111,365,221			111,365,221
Sales Costs	5,238,008			5,238,008
Commercial Costs	0			0
PRS Costs	0			0
TOTAL COSTS	146,637,849			146,637,849
Internal Interest	1,579,418			1,579,418
External Interest	3,141,903			3,141,903
TOTAL INTEREST COSTS	4,721,321			4,721,321
DEVELOPMENT PROFIT	26,230,729			26,230,729
Margin %	17.54%			17.54%
Project ROCE %	20.20%			0.00%
Hill ROCE %	32.91%			32.91%
Profit on Cost %	22.36%			22.36%
Sales & Marketing Cost % GDV	3.50%			3.50%
Average Selling Price	647,233			647,233
Project Max Cash Lock Up	30,286,383			30,286,382
Hill Max Cash Lockup	12,025,903			12,025,903
Private GIA Sqm	22,132			22,132
Affordable GIA Sqm	18,648			18,648
PRS GIA Sqm	0			0
Commercial GIA Sqm	0			0
Total GIA Sqm	40,780			40,780
Private Build Cost Per Sqm	2,608			2,608
Affordable Build Cost Per Sqm	2,676			2,676
PRS Build Cost Per Sqm	0			0
Commercial Build Cost Per Sqm	0			0
Total Build Cost Per Sqm	2,731			2,731
Total Build Cost Per Sqm exc. Commercial	2,645			2,645
Private NIA Sq Ft	193,116			193,116
Affordable NIA Sq Ft	147,710			147,710
PRS NIA Sq Ft	0			0
Commercial Rent Sq Ft	0			0
Total NIA Sq Ft	340,826			340,826
Private Income Per Sq Ft	774			774
Affordable Income Per Sq Ft	165			165
PRS Income Per Sqft	0			0
Commercial Monthly Rent Per Sqft	0			0
Total Income per Sq Ft	521			521
Affordable Accomodation Mix:				
1 Bed	117			117
2 Bed	84			84
3 Bed	20			20
4 Bed	0			0

SITE NAME	Ham Close - single phase		
TOWN	Richmond		
DESCRIPTION	452 homes plus community centre		
PREPARED BY	TD		
DATE	22.07.21		
REVISION	12		
5+ Bed	0		0
Total Affordable	221		221
Private Accomodation Mix:			
1 Bed	76		76
2 Bed	102		102
3 Bed	20		20
4 Bed	33		33
5+ Bed	0		0
Total Private	231		231
Unsold	231		231
Reserved	0		0
Exchanged	0		0
Completed	0		0
Total Private Units	231		231
Unsold	149,510,750		149,510,750
Reserved	0		0
Exchanged	0		0
Completed	0		0
Total Private GDV	149,510,750		149,510,750

KEY INPUTS	Phase 1			Total Project
FUNDING				
Funding Source	RCF			
Debt %	60.00%			
Equity %	40.00%			
Debt Repayment %	60.00%			
Equity Repayment %	40.00%			
Debt Interest Rate	7.00%			
Equity Interest Rate	5.00%			
Date of First Loan Draw	30-Sep-22			
PRIVATE SALES				
Legals Per Unit	£700			£700
Agency Fees % of GDV	1.00%			1.00%
Sales Price Sensitivity	100.00%			
Sales Data	Live Sales			
SALES COSTS				
Legals	161,700			161,700
Estate Agents	1,495,108			1,495,108
Brochures	280,000			280,000
Show House	770,000			770,000
Advertising & hoarding	1,040,000			1,040,000
Cleaning/utility bills	140,600			140,600
Management charges & rates	140,600			140,600
Staffing	660,000			660,000
Assisted Move	290,000			290,000
Overseas Expenditure	50,000			50,000
Other	210,000			210,000
Total Sales Costs	5,238,008			5,238,008
COMMERCIAL				
Agency Fees %				0.00%
Agency Fees £	0			0
PRS				
Agency Fees %				0.00%
Agency Fees £	0			0
BUILD COSTS - DEVELOPMENT USE				
Infrastructure				0
Private sale dwellings	57,731,308			57,731,308
Affordable dwellings	49,908,668			49,908,668
Commercial	3,506,989			3,506,989
PRS				0

SITE NAME	Ham Close - single phase			
TOWN	Richmond			
DESCRIPTION	452 homes plus community centre			
PREPARED BY	TD			
DATE	22.07.21			
REVISION	12			
Basement				0
Maker Lab	218,257			218,257
BUILD COSTS - FINANCE USE				
Infrastructure				0
Fees & Stats				0
Other Costs				0
OHP				0
SubStructure				0
SuperStructure				0
Internals				0
Accruals				0
Build Cost sensitivity	0			0
TOTAL BUILD COSTS	111,365,222			111,365,222
Build cost sensitivity %	100%			
Build Cost Data	Override			
Start on Site Date	Sep-22			
PC Date	Dec-28			

Appendix 8
Building Lease



dated

2021

Richmond Housing Partnership Limited

and

Hill Residential Limited

Building Lease

in relation to land at Ham Close

DN1: Clause of the AfL&D:

"The parties agree that as a result of any changes to the Base Design in accordance with this Agreement, following the grant of Planning Permission the parties shall (acting reasonably) agree such appropriate changes as are necessary to the Building Lease and the plans to be annexed thereto so as to reflect the appropriate extent of the Property and all appropriate rights and reservations as may be required in the context of the Development."

[DN 2: Drafting will need to be included/amended to cover CHP arrangements and any other issues to come out of planning, as well as phasing and specific rights and yellow highlighted text]

[DN 3:RHP awaiting final tax sign off]

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Agreed form 13.05.21

trowers & hamblins

Contents

1	Definitions and interpretation	4
2	Demise	8
3	Tenant's covenants	8
	3.1 Rent	8
	3.2 Outgoings	9
	3.3 Estate Service Charge	9
	3.4 Interest	9
	3.5 Repair	9
	3.6 Notices to repair	9
	3.7 Yield up	10
	3.8 Alienation	10
	3.9 User	11
	3.10 Alterations	12
	3.11 Title covenants	12
	3.12 Estate Regulations	12
	3.13 Planning Matters	12
	3.14 Statutory Requirements	12
	3.15 Pay Fees	12
	3.16 Notices of damage	13
4	Landlord's covenants	13
5	Miscellaneous	14
6	Insurance	15
7	Forfeiture	15
8	Value Added Tax	16
9	Contracts (Rights of Third Parties) Act 1999	16
10	Law and jurisdiction	16
11	Service of notices	17
	Schedule 1 - Easements, rights and privileges	18
	Schedule 2 - Exceptions and reservations	21
	Schedule 3 - Estate Services	22
	Part 1 - Estate Service Charge	22
	Part 2 - The Estate Services	24
	Part 3 - The Estate Service Charge Costs	26
	Schedule 4 - Estate Regulations	28
	Appendix 1 - Plan of Property	32
	Appendix 2 - Estate Plan	33

HM Land Registry

Prescribed clauses

LR1	Date of Lease	
LR2	Title number(s)	
LR2.1	Landlord's title number(s)	
	[]	
LR2.2	Other title numbers	
	<i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>	
LR3	Parties to this Building Lease	
	<i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom, including any prefix.</i>	
	Landlord:	Richmond Housing Partnership Limited a Registered Provider registered with the Regulator 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) whose registered office is at 8 Waldegrave Road, Teddington TW11 8ET
	Tenant:	Hill Residential Limited (company registration number 04251718) whose registered office is at The Power House Gunpowder Mill Powdermill Lane Waltham Abbey Essex EN9 1BN
	Other parties:	
	<i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>	
LR4	Property	
	<i>Insert a full description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this Building Lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this Building Lease and any floor levels must be specified. In the case of a conflict between this clause and the remainder of this Building Lease then, for the purposes of registration, this clause shall prevail.</i>	
	As defined in clause 1.1 of this Building Lease	

LR5	<p>Prescribed statements etc.</p> <p><i>If this Building Lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this Building Lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this Building Lease.</i></p>
LR5.1	<p>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>The Property is held by Richmond Housing Partnership Limited an exempt charity.</p>
LR5.2	<p>This Building Lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967, Housing Act 1985, Housing Act 1988 or Housing Act 1996</p> <p>Not applicable</p>
LR6	<p>Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> <p>The term as specified in this Building Lease at clause 1.1</p>
LR7	<p>Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p> <p>£[]</p>
LR8	<p>Prohibitions or restrictions on disposing of this Building Lease</p> <p><i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i></p> <p>See clause 3.8</p>
LR9	<p>Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Building Lease which contains the provisions.</i></p>
LR9.1	<p>Tenant's contractual rights to renew this Building Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p>
LR9.2	<p>Tenant's covenant to (or offer to) surrender this Building Lease</p>
LR9.3	<p>Landlord's contractual rights to acquire this Building Lease</p> <p>None</p>

LR10	<p>Restrictive covenants given in this Building Lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Building Lease which contains the provisions.</i></p> <p>None</p>
LR11	<p>Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this Building Lease which sets out the easements.</i></p>
LR11.1	<p>Easements granted by this Building Lease for the benefit of the Property</p> <p>See Schedule 1</p>
LR11.2	<p>Easements granted or reserved by this Building Lease over the Property for the benefit of other property</p> <p>See Schedule 2</p>
LR12	<p>Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this Building Lease which sets out the rentcharge.</i></p> <p>None</p>
LR13	<p>Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p> <p>The parties hereto hereby apply to HM Land Registry for entry in the Proprietorship Register of the leasehold title to the Property of the following restriction:</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge (not being a charge registered before the entry or this restriction) is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.8.2(b) of the registered lease have been complied with or do not apply"</p>
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p> <p>None</p>

Building Lease

dated

2021

Parties

- (1) **Richmond Housing Partnership Limited** a Registered Provider registered with the Regulator 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) whose registered office is at 8 Waldegrave Road, Teddington TW11 8ET (the **Landlord**); and
- (2) **Hill Residential Limited** (company registration number 04251718) whose registered office is at The Power House Gunpowder Mill Powdermill Lane Waltham Abbey Essex EN9 1BN (the **Tenant**).

Agreed terms

1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this Building Lease:

1995 Act means the Landlord and Tenant (Covenants) Act 1995;

Account Date means 31 March in each year of the Term or such other date or dates in each year of the Term as the Landlord may by notice to the Tenant stipulate (but never more than once in any calendar year);

Affordable Housing Underlease has the meaning given in the Project Agreement;

Annual Rent means a peppercorn annually, if demanded;

Approved Funder means any person whom the Tenant enters into or has entered into any agreement with for the provision of finance and/or re-finance solely in connection with the Development or any part of it written notice of which has been given to the Landlord providing full contact details for the Approved Funder PROVIDED THAT such person is not a Prohibited Person;

Conducting Media means gutters, pipes, wires, cables, sewers, ducts, drains, mains, channels, conduits, flues and any other medium for the transmission of Supplies;

Development means the development on the Estate of the Works;

Estate means all that freehold land within the ownership of the Landlord and registered under title numbers NGL252045, NGL340887 and NGL464365 as shown edged red on the plan annexed at Appendix 2;

Estate Common Parts means the access roads, footpaths, entrances, passages, *[DN: to be confirmed once places are finalised]* [refuse store], [cycle stores/designated cycle parking areas], [children play areas], [car park], door entry systems, [and gardens/amenity areas] and any other or further parts of the Estate designated from time to time by the Landlord to be enjoyed or used by the owners or occupiers of the Property in common with all other owners and occupiers of other parts of the Estate;

Estate Regulations means the regulations in respect of the use of the Estate the current form of which are set out in the Schedule 4 and any reasonable addition to or variation of the Estate Regulations notice of which shall be given to the Tenant and which the Landlord may (acting in accordance with the principles of good estate management) reasonably deem necessary for the safety, care and cleanliness of the Estate and for securing the comfort and convenience of the owners and occupier of any Units and other Property on the Estate from time to time;

Estate Service Charge means the Fair Proportion of the Estate Service Charge Costs payable during any Estate Service Charge Period;

Estate Service Charge Costs means the costs set out in Part 3 of Schedule 3 but excluding the Excluded Costs;

Estate Service Charge Period means the period commencing on Practical Completion of the Works and expiring on the first Account Date that follows and thereafter the period from and excluding one Account Date up to and including the next Account Date;

Estate Services means the services in respect of the Estate Common Parts as set out in Part 3 of Schedule 3;

Estimated Estate Service Charge means the reasonable and proper estimate of the Estate Service Charge during and Estate Service Charge Period

Excluded Costs means the costs to be excluded from the Estate Service Charge identified as:

- (a) the costs of making good any damage caused to the Estate by any Insured Risks;
- (b) any expenditure covered by any policy or policies of insurance maintained by the Landlord to cover loss of the Estate Service Charge following damage by an Insured Risk;
- (c) any costs for which the Tenant or any other tenant or occupier of the Estate is individually responsible or for which a tenant would be responsible if any such parts of the Estate were let on similar terms to this Building Lease;
- (d) to the extent that the costs can be recovered from the relevant building contractor the cost of remedying any defects in the Estate which is attributable to defective design workmanship materials supervision or preparation of the site upon which the buildings on the Estate are constructed;

Fair Proportion means a fair and reasonable proportion attributable to the Property to be determined from time to time by the Surveyor having due regard to the ratio which the gross internal area of the Property bears to the total gross internal area of all the Estate but being weighted by such factors as the Surveyor acting in accordance with the principles of good estate management shall consider reasonable (including an obligation to consider the extent to which the Tenant benefits from the Estate Services) and taking

into account any excessive use of any of the Estate Services attributable to the Property or any other parts of the Estate;

Full Reinstatement Cost means the amount representing the full cost (including demolition, site clearance and similar expenses, professional fees and expenses, the cost of any works required by statute and, where applicable, VAT) which would likely be incurred in connection with reinstating the Property (or the relevant Section as the case may be) in accordance with this Building Lease at the time when such reinstatement is likely to take place having regard to all relevant factors, including the time at which loss or damage may be sustained, any possible delay in the commencement and execution of reinstatement works and any possible increases in building costs;

Insured Risks means fire, lightning, explosion, aircraft (including articles dropped from aircraft in peacetime), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes tanks and other apparatus, subsidence, heave, impact by road vehicles and/or such other risks as the relevant party placing such insurance shall from time to time in its reasonable discretion and acting in accordance with the principles of good estate management decide to insure against but in each case excluding any risk which is not available in the normal London insurance market at a reasonable premium and on reasonable terms;

Legislation means all Acts of Parliament and other public or local legislation having legal effect in the United Kingdom together with:

- (a) all secondary legislation made under that legislation including statutory instruments, rules, order, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation;
- (b) any European directive or regulations and rules having the force of law in the United Kingdom; and
- (c) any regulations, orders or bye-laws of any local or statutory authority having jurisdiction;

Planning Law means all Legislation and, to the extent they relate to the Property, planning permissions, statutory consents and agreements made under any Legislation relating to the development, use and occupation of land;

Planning Permission means the planning permission reference [] granted for the development of the Property in accordance with the Project Agreement;

Practical Completion has the definition ascribed to it in the Project Agreement;

[Premium means the sum of £]

Prohibited Person means an individual or person:

- (a) which is a person incorporated in or registered in or an individual resident in a country outside England and Wales (unless it or he agrees to be bound by the jurisdiction of the English Courts) and in respect of which person a legal opinion from a reputable independent law firm in

the relevant jurisdiction is provided in a form reasonably satisfactory to the Landlord (acting reasonably) relating to:

- i the authority and capacity of the person or individual to act; and
- ii the enforceability of the obligations of the person or individual;
- (b) which enjoys sovereign or state immunity, unless it is a department, body or agency of the United Kingdom Government or a sovereign wealth fund;
- (c) which uses funds that are derived from illegal or illegitimate activities;
- (d) which has been convicted of criminal activities (disregarding for these purposes spent convictions and convictions of an immaterial nature in the context of this Agreement) or is or has been involved in organised crime;
- (e) which is named on the Consolidated List of Terrorists maintained by the Government of the United Kingdom;
- (f) which is, or professes to be, resident in a nation state which at the relevant time is not recognised by the Government of the United Kingdom or in respect of which the Government of the United Kingdom has withdrawn or suspended diplomatic relations (for so long as such withdrawal or suspension lasts); or
- (g) who is a senior governmental or military officer or political leader of any of the countries referred to in paragraph (f) of this definition or any entity beneficially owned by such individuals or their immediate family;

Project Agreement means the agreement for lease and development made between (1) the Landlord and (2) the Tenant and dated [REDACTED];

Property means the land shown edged red on the plan at Appendix 1 to be demised to the Tenant and to include any additional land that the parties (acting reasonably) should agree to be included [DN: Tenant to provide plan based on Estate Plan to be determined in accordance with planning once phasing finalised.];

Section means a sub phase of the Property comprising between [] and [] Units, as agreed by the parties from time to time (acting reasonably); [DN: Tenant to provide numbers once layout and design finalised (e.g. cores of blocks, rows of houses)].

Suitable Substitute has the meaning set out in the Project Agreement

Supplies means water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other like supplies and facilities;

Surveyor means any independent chartered surveyor or firm of chartered surveyors appointed by the Landlord to perform the functions of a surveyor for any purpose of this Building Lease;

Term means the period of 260 years from the date of this Building Lease;

Units means an individual unit of residential accommodation within the Property or, as the case may be, within the Estate;

VAT means Value Added Tax or any equivalent or substituted tax;

Working Days means any day which is not a Saturday, a Sunday or a bank or public holiday in England and Wales;

Works means design construction and rectification of the development as set out in the Project Agreement; and

Works Sum has the meaning set out in the Project Agreement.

1.2 In this Building Lease except where the context does not apply the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

1.3 Where the Tenant is more than one person all the conditions and obligations entered into by such persons shall be joint and several.

1.4 References to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof.

1.5 Each provision in this Building Lease is severable from the others; if any provision is or becomes unenforceable, the enforceability of other provisions is not affected.

1.6 The terms defined in section 28 1995 Act have the same meanings in this Building Lease, but 'Tenant' includes a person who has assigned this Building Lease by an excluded assignment (as defined in section 11 1995 Act).

1.7 The Schedules form part of this Building Lease.

2 **Demise**

In consideration of the Premium (receipt of which the Landlord hereby acknowledges) and the Annual Rent and the Tenant's covenants reserved and contained below the Landlord hereby demises the Property to the Tenant for the Term with full title guarantee together with the easements rights and privileges and other matters mentioned in Schedule 1 except and reserving the rights set out in Schedule 2 the Tenant yielding and paying:

2.1 firstly the Annual Rent (if demanded) annually in advance on 1 January in each year; and

2.2 secondly by way of further rent the Estate Service Charge,

in accordance with the provisions of clause 3.3.

3 **Tenant's covenants**

The Tenant hereby covenants with the Landlord as follows:

3.1 **Rent**

To pay the Rent on the days and in the manner as set out in this Building Lease.

3.2 **Outgoings**

- 3.2.1 To pay all rates taxes assessments duties charges impositions and outgoings which may at any time during the Term be assessed charged or imposed upon the Property or the owner or occupier in respect thereof (excluding any outgoings relating to the Landlord's reversionary interest in the Property) and to keep the Landlord indemnified in respect of all such rates taxes assessments duties charges impositions and outgoings.
- 3.2.2 Without prejudice to clause 3.2.1 above, to pay for electricity gas and water consumed on the Property including (without limitation) all charges for meters and standing charges.
- 3.2.3 To comply with all requirements and regulations of the respective supply authorities with regard to electricity water and gas installations and equipment in the Property insofar as they are not the responsibility of the Landlord.

3.3 **Estate Service Charge**

The Tenant hereby covenants with the Landlord to pay the Estate Service Charge as additional rent on the days and in the manner provided in Part 1 of Schedule 3 without any set off deduction or abatement whatsoever PROVIDED THAT Hill Residential Limited shall not longer be liable on this covenant (save for any payments due before the date of such assignment) from the date of a lawful assignment or surrender by it of this Lease.

3.4 **Interest**

If the Annual Rent and the Estate Service Charge or any other sums due under this Building Lease shall not be paid within 21 days after becoming payable the same shall bear interest at 3% per annum above the base rate of the Royal Bank of Scotland plc for the time being in force.

3.5 **Repair**

At all times during the Term to repair, maintain, cleanse and keep in good and substantial repair the Property in good working order and condition, provided this obligation does not apply to the period prior to the Works reaching Practical Completion so long as the tenant is complying with its obligations under the Project Agreement in relation to the Works.

3.6 **Notices to repair**

- 3.6.1 The Tenant will permit the Landlord and all persons authorised by the Landlord during reasonable hours in the daytime to enter upon the Property to:
- (a) view the state of repair and condition of the same and to ascertain the defects and wants of reparation for which the Tenant is liable under the covenants and obligations on its part contained in this Building Lease; and
 - (b) give or leave at the Property notice in writing to the Tenant of those defects and wants of reparation identified pursuant to clause 3.6.1(a).

- 3.6.2 The Landlord's right of access to the Property under clause 3.6.1 shall be exercised only upon the provision of reasonable prior written notice (being not less than 48 hours) save in the case of an emergency where no such notice shall be required.

3.7 **Yield up**

On the expiration or determination of the Term peaceably to yield up unto the Landlord the Property in a good state of repair and condition in accordance with the covenants by the Tenant herein contained.

3.8 **Alienation**

- 3.8.1 Save as hereinafter provided, on or before Practical Completion of the Works on the Property:

- (a) the Tenant shall not assign, mortgage, charge or dispose of part only of the Property;
- (b) the Tenant shall not assign or dispose of the whole of the Property; and
- (c) the Tenant may assign, mortgage or charge the whole of the Property to an Approved Funder or to a Suitable Substitute approved by the Landlord (such approval not to be unreasonably withheld or delayed);
- (d) the Tenant shall not underlet the whole of the Property;
- (e) the Tenant shall not underlet part only of the Property, save for:
 - i infrastructure apparatus to a statutory undertaker;
 - ii any Affordable Housing Underlease;
 - iii as provided for in clause 3.8.3

- 3.8.2 Following Practical Completion of the Works the Tenant may:

- (a) Not assign, mortgage or charge part only of the Property;
- (b) Not assign the whole of the Property unless simultaneously with such assignment the Tenant procures that the assignee entering into a direct deed of covenant in a form previously approved by the Landlord (such approval not to be unreasonably withheld or delayed) by which the assignee covenants with the Landlord to comply with all of the obligations on the part of the Tenant contained in this Building Lease until such time as this Building Lease is lawfully assigned by such assignee;
- (c) Not underlet the whole of the Property;
- (d) Not underlet part only of the Property save as envisaged under clause 3.8.3 or any underletting of infrastructure apparatus to a statutory undertaker or the grant of an Affordable Housing Underlease;

- (e) Within one month next after any assignment or underletting (for a term of more than seven years) of the Tenant's estate or interest in the Property or any mortgage or charge of whole to produce to the Landlord a certified copy of the instrument of such assignment, underletting, mortgage or charge

3.8.3 Following Practical Completion of the Works for a Section, the Tenant may underlet individual Units within such Section using an agreed form of either a unit lease or Housing Unit Transfer (as defined in the Project Agreement) (both parties acting reasonably) and for the avoidance of doubt including an obligation on the underlessee to comply with the tenant covenants contained in this Building Lease save for when an underlessee is the tenant of an Affordable Housing Underlease and/or an individual purchaser of an individual unit or individuals Units (including bulk sale of a core of a building comprising individual Units and common parts) ; **[DN: permitted forms of sub-lease/transfer to be agreed between RHP and Developer – to include maximum £10 ground rent for Units]**

3.8.4 The Landlord and Tenant shall surrender this Building Lease on the Surrender Date (as the same is defined in the Project Agreement);

3.9 **User**

3.9.1 Before Practical Completion of the Works on a Section, the Tenant shall only be permitted to use the Property for the construction and development of the Property in accordance with the Planning Permission and the Project Agreement.

3.9.2 After Practical Completion of the Works the Tenant shall:

- (a) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Property or any part thereof which may contravene any provision of Planning Law.
- (b) Not to use the Property or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction.
- (c) Not to commit or permit others (including other occupiers of the Property his or their visitors or licensees) to do or suffer to be done on the Property any act of thing which may be or becomes an actionable nuisance to the Landlord or to any other owner or occupier of any other part of the Estate or to any other person (provided always that the construction of the Development shall not be a breach of this clause)
- (d) Use reasonable endeavours to procure that all persons residing at or visiting the Property comply with the Estate Regulations (provided always that this shall not apply to the Tenant (or its subcontractors) during the construction of the Development).

3.10 **Alterations**

After the Works have reached Practical Completion not to make any external or structural alterations or structural additions to the Property whatsoever unless authorised by Planning Law and without first having obtained the Landlord's prior written consent such consent not to be unreasonably withheld or delayed.

3.11 **Title covenants**

To comply on an indemnity basis only with all matters affecting the land in HM Land Registry title numbers [] as at [] insofar as they are still subsisting and relate to the Property and are capable of being enforced and to indemnify the Landlord against all costs, claims, actions or liability whatsoever arising from any breach by the Tenant of this obligation.

3.12 **Estate Regulations**

3.12.1 At all times during the Term to perform and observe the Estate Regulations **provided that** in the case of any conflict between any Estate Regulations and this Building Lease then the provisions of this Building Lease shall prevail.

3.12.2 The Tenant shall ensure that any lease tenancy agreement or licence to occupy any part of the Property obliges the undertenant/licensee to comply with the Estate Regulations and the Tenant shall take all appropriate action which the Landlord may reasonably request against any such undertenant/licensee in the event of any material breach of any of the Estate Regulations from time to time.

3.13 **Planning Matters**

At all times during the Term at the Tenant's expense to comply in all respects with Planning Law relating to the Property and to produce to the Landlord upon receipt of notice thereof any notice order or proposal made given or issued to the Tenant under or by virtue of Planning Law affecting or relating to the Property and at the request of the Landlord and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and keep indemnified the Landlord against all liability whatsoever in respect of such matters.

3.14 **Statutory Requirements**

The Tenant will at its own expense observe and comply or procure the compliance in all respects with the provisions and requirements of all Legislation so far as it relates to or affects the Property or the use of the Property.

3.15 **Pay Fees**

To pay all expenses (including legal costs and surveyors' fees) reasonably and properly incurred by the Landlord (but not for any vexatious notices or applications):

3.15.1 to the preparation and service of a notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;

- 3.15.2 to the preparation and service of all notices and schedules relating to wants of repair of the Property whether the same be served during or within three months after the expiration or sooner determination of the term hereby granted;
- 3.15.3 in respect of any application by the Tenant for any licence or consent of the Landlord required by this Building Lease including proper and reasonable legal costs and such aforementioned proper and reasonable surveyors' fees as shall have accrued when any licence or consent is lawfully refused or any application is withdrawn.

3.16 **Notices of damage**

- 3.16.1 In the event of all or any part of the Property being destroyed or damaged by any of the Insured Risks, the Tenant will give notice in writing thereof to the Landlord as soon as such destruction or damage shall come to the attention of the Tenant.
- 3.16.2 The Tenant will inform the Landlord immediately in writing of any defect in the Property which comes to the attention of the Tenant and which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing so as to comply with any duty imposed by common law or Legislation on the Landlord in favour of the Tenant or any other person.

4 **Landlord's covenants**

The Landlord hereby covenants with the Tenant:

- 4.1 that the Tenant paying the rents hereby reserved and observing and keeping the material covenants and agreements by the Tenant herein contained may peaceably hold and enjoy the Property during the Term without interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord or by title paramount;
- 4.2 to ensure that any lease tenancy agreement or licence to occupy any part of the Estate obliges the undertenant/licensee to comply with the Estate Regulations;
- 4.3 that if so requested by the Tenant or any of its undertenants the Landlord will take reasonable steps to enforce any covenants and the Estate Regulations against any other lessee of any part of the Estate subject to the Tenant indemnifying the Landlord against all proper and reasonable costs and expenses and providing such security in respect of those costs and expenses as the Landlord may reasonably require;
- 4.4 to pay the Estate Service Costs attributable to any other building (if any) on the Estate (excluding the Property);
- 4.5 to provide the Estate Services in accordance with the provisions of Schedule 3;
- 4.6 to use reasonable endeavours to ensure that throughout the Term the Estate Services are provided operated and managed in accordance with the principles of good estate management; and

4.7 to join (in a capacity as freehold landowner only) as party to any planning or infrastructure agreements that the Tenant reasonably requires in relation to the Development, subject to the Tenant indemnifying the Landlord in relation to any liability arising thereunder.

5 **Miscellaneous**

Provided always and it is hereby agreed as follows:

5.1 during the period from and including the date hereof until and including Practical Completion of the Works the covenants given by the Landlord and the Tenant in this Building Lease shall not apply insofar as they are inconsistent with the provisions of the Project Agreement;

5.2 the operation of section 62 Law of Property Act 1925 shall be excluded from this Building Lease and the only rights granted to the Tenant are those expressly set out in Schedule 1;

5.3 the covenants in this Building Lease shall remain in full force notwithstanding that the Landlord shall have waived or released temporarily or permanently, revocably or irrevocably or otherwise howsoever a similar covenant or covenants affecting other lessees on the Landlord's property or adjoining or neighbouring Property for the time being belonging to the Landlord;

5.4 notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services set out in Parts 2 and 3 of Schedule 3 by reason of necessary repair improvement or maintenance of any installations or apparatus or damage thereto or cause beyond the Landlord's reasonable control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or vandalism or labour disputes (whether or not with the Landlord) or industrial action or unavoidable shortage of fuel materials water or labour or anything covered by insurance **provided that** the Landlord shall take all adequate steps to remedy or make good the same as soon as practicable;

5.5 where the Tenant has agreed to indemnify the Landlord under this Building Lease, the Landlord shall:

5.5.1 give notice in writing of the claim to the Tenant as soon as reasonably practicable after receiving notice of the claim;

5.5.2 provide to the Tenant on reasonable request from time to time any information and documentation relating to the claim as may be reasonably required;

5.5.3 not make any settlement or compromise in relation to any claim without the prior consent in writing of the Tenant; and

5.5.4 give the Tenant reasonable opportunity (having regard to the circumstances then prevailing) to make representations to the Landlord in respect of the claim and the Landlord shall take proper and reasonable account of the representations;

5.6 any indemnity in respect of a claim by a third party will not apply to the extent that there is no legal liability on the part of the Landlord to pay any costs, damages, expenses, liabilities and losses claimed by the third party; and

5.7 this Building Lease does not impose any obligations on the Landlord except those expressly set out in this Building Lease.

6 **Insurance**

6.1 The Landlord shall following Practical Completion insure the Property:

6.1.1 with reputable insurers;

6.1.2 against loss or damage by the Insured Risks to its Full Reinstatement Cost;

6.1.3 subject to usual exclusions, conditions, excesses and limitations; and

6.1.4 noting the Tenant's interest on the policy.

6.2 The Landlord shall give the Tenant a copy of the policy, the current schedule of insurance and evidence of the payment of the last premium on request.

6.3 Following damage to the Property by an Insured Risk, the Landlord shall diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement costs for those purposes, and shall make good any deficiency in the proceeds of the insurance out of its own resources save for any excess stated in the agreed policy.

6.4 The Landlord shall use reasonable endeavours to ensure that reinstatement works are executed in a good and workmanlike manner, with good quality materials and in accordance with current good building practice.

6.5 If the Property is destroyed or damaged by any of the Insured Risks, the Landlord shall use reasonable endeavours to obtain any consents necessary to enable rebuilding, repair or reinstatement.

6.6 If for any reason where the Landlord and Tenant (both acting reasonably and in good faith) agree that such rebuilding shall be impossible so as to render the Property unfit for use and occupation and/or inaccessible the Landlord shall stand possessed of the insurance monies paid to it and shall hold the same on trust for itself the Developer and all other parties having an interest in the Property.

7 **Forfeiture**

7.1 Subject to clauses 7.2 and 7.2 if there is:

7.1.1 a breach or non-observance or non- performance of any of the covenants on the part of the Tenant set out in this Building Lease which the Tenant has not rectified within a reasonable period of the Landlord bringing it to the attention of the Tenant in writing and citing this clause 7; or

7.1.2 if the Project Agreement is terminated for any reason;

it shall be lawful for the Landlord to re-enter upon and take possession of the Property and all works and erections on the Property or any part of it in the name of the whole with power to hold and dispose thereof whereupon this Building Lease (except this clause 7 which shall remain in full force and effect) and everything herein contained shall absolutely cease determine and become void but without prejudice to any right of action or remedy

which may have accrued to either party in respect of any antecedent breach of any of the covenants or provisions herein

7.2 At Practical Completion of the Works (whether pursuant to the Project Agreement or otherwise) the Landlord shall pay to the Tenant the Works Sum (less any retentions) less an amount equal to all costs losses and expenses which the Landlord may have incurred or suffered as a result of the Tenant's failure to carry out the Works including and without prejudice to the generality of the foregoing all costs and expenses incurred by the Landlord in completing the Works, including the costs of procurement if required

7.3 The Landlord shall not exercise its right to re-enter the Property (or any part of them in the name of the whole) pursuant to clause 7.1 unless before commencing any proceedings it shall serve written notice of the same upon the Tenant and any chargee of the Property of which the Landlord has received written notice (**Mortgagee**) and such notice shall clearly state:

7.3.1 the reason for the intended re-entry (**Event of Default**); and

7.3.2 a reasonable period being no less than 30 Working Days (**Remedy Period**) in which the Tenant or any Mortgagee shall be entitled to-remedy that Event of Default

7.3.3 and the Landlord shall take no further action prior to the expiry of the Remedy Period.

7.4 The Landlord shall not exercise its right to re-enter any Section (or part of it in the name of the whole) pursuant to clause 7.1 where such Section has reached Practical Completion.

8 **Value Added Tax**

Subject to the Landlord providing the Tenant with a valid VAT invoice the Tenant will pay to the Landlord by way of additional rent VAT at the rate for the time being in force chargeable in respect of any payment made or other consideration provided by the Tenant under the terms of or in connection with this Building Lease and in every case where the Tenant covenants to pay an amount of money under this Building Lease such amount shall be regarded as being exclusive of all VAT which may from time to time be legally payable thereon.

9 **Contracts (Rights of Third Parties) Act 1999**

The Contracts (Right of Third Parties) Act 1999 shall not apply to this Building Lease and no person other than the parties to this Building Lease shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

10 **Law and jurisdiction**

10.1 This Building Lease shall be governed interpreted and construed in accordance with English law the parties give the courts of England exclusive jurisdiction to settle any dispute which may arise in connection with the validity effect interpretation or performance of or the legal relationships established by this Building Lease or otherwise arising in connection with this Building Lease.

10.2 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Building Lease being served on it in accordance with the provisions of this Building Lease relating to service of notices. Nothing contained in this Building Lease shall affect the right to serve process in any other manner permitted by law.

11 **Service of notices**

11.1 The provisions of section 196 Law of Property Act 1925 will apply to the service of any notices to be served under the provisions of this Building Lease.

11.2 A notice shall not be sufficiently served if sent by fax or email.

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

Easements, rights and privileges

- 1 Free and uninterrupted passage and running of Supplies from and to the Property through the Conducting Media (including television aerials) which now are or may at any time during the term hereby created be in or under or pass through the Estate or any part of either of them and which serve or are capable of serving the Property.
- 2 The right at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the adjoining or contiguous parts of the Estate for the purpose of executing repairs, maintenance, renewal or rebuilding to or upon the Property or to carry out alterations to the Property and so that all such works shall be done with despatch and that the Tenant shall make good all damage in carrying out such works to the other parts of the Estate to the reasonable satisfaction of the Landlord.
- 3 Subject to compliance with the Estate Regulations liberty for the Tenant and all persons authorised by the Tenant (in common with all others entitled to the like right) at all times by day or by night on foot (along any footpaths) and with or without vehicles (in respect of any roads only) to go pass and repass over and along the Estate Common Parts (to gain access to and egress from the Property and the adopted highway) Estate Common Parts and the Property designated from time to time for this purpose **provided** nevertheless that the Tenant shall not cause or authorise or permit the obstruction of the Estate Common Parts.
- 4 The right of way in common with the Landlord and others having a right for the Tenant and all persons authorised by the Tenant with or without vehicles over the Estate Common Parts designated from time to time for this purpose up to the surrounding adopted highways.
- 5 The right to any other facilities or amenities on the Estate Common Parts as are designated from time to time for use by the Tenant or other occupiers of the Estate in common **provided always** that nothing in this sub-clause shall operate to prevent the Landlord from providing additional facilities or amenities or reasonably withdrawing or amending any such facilities or amenities at any time provided the Landlord shall at all times act within the principles of good estate management.
- 6 The right to enforce the like covenants as are contained herein against the lessee for the time being of any other part of the Estate.
- 7 [The right to use the cycle stores shown hatched [] on the plan(s) annexed at Appendix 1 from time to time for the storage of cycles belonging to the Tenant or its undertenants.]
- 8 [The right (in common with the Landlord and all other persons similarly entitled) to access the designated bin stores on the Estate shown hatched [] on the plan(s) annexed at Appendix 1 for the purposes of depositing any rubbish from the Property in the said bin store for collection by the local authority on the relevant refuse collection day Provided That such rubbish is contained in bins or other appropriate receptacles ready for collection and that the Tenant shall comply with any proper regulations the Landlord may make and notify to the Tenant in respect of the use of the main bin store.]

- 9 The right of support and protection for the benefit of the Property as now or in the future is enjoyed from the Estate.
- 10 The right for the Tenant and all persons authorised by the Tenant to make extensions to and connections with the Conducting Media on through or under the Estate in accordance with an agreed method statement (which agreement shall not be unreasonably withheld or delayed) for all proper purposes with power to enter the Estate for such purposes and to cleanse empty execute repairs to and renew such Conducting Media upon giving 48 hours written notice (except in the case of emergency when no notice shall be required). The person exercising the right described in this paragraph shall make good and indemnify the Landlord against any damage or inconvenience caused and shall cause as little inconvenience as reasonably possible to the Landlord.
- 11 A right to install tower cranes upon such parts of the Estate as the Landlord shall approve (such approval not to be unreasonably withheld or delayed) required in connection with any works of construction, repair, maintenance and upon the Property and to oversail the Estate adjoining or in close proximity to the Property with the booms and/or counter booms of cranes **provided always** that the person exercising this right shall ensure that any such cranes are erected kept and subsequently dismantled in a good and workmanlike manner with all proper skill and care and in compliance with any statutory requirements imposed by law statutes statutory or public authority for the time being in force including all relevant health and safety regulations and requirements and must carry adequate insurance for third party and public liability with a reputable insurer in this regard and must keep the Landlord indemnified against all proper costs, claims, demands, damages, expenses, loss proceedings and liability whatsoever caused by or arising from the exercise of this right including (without prejudice to the generality of the foregoing) caused by anything falling on any person property or thing of any kind from any such crane or caused by the collapse of any such crane or any part of it **provided further** that the exercise of this right shall not materially adversely affect the use and enjoyment of any Property on the Estate and also that there shall be appropriate co-ordination between the Landlord and Tenant and their respective professionals if at any time there are to be works undertaken at the same time on the Property and nearby Estate Common Parts which necessitates each party erecting cranes on their respective areas in connection with such works.
- 12 The right to allow air vents in the buildings from time to time on the Property to expel air over the surrounding parts of the Estate (but not so as to cause an actionable nuisance) at any time for the purposes of ventilation of the buildings from time to time on the Property and any other reasonable purpose in connection with the use and enjoyment of the Property.
- 13 A right to oversail the Estate Common Parts with a window cleaning cradle erected on the buildings on the Property where such window cleaning cradle is needed to clean and/or maintain the external surfaces of the buildings erected on the Property.
- 14 [Subject always to the provisions of clause [] of this Building Lease, a right to develop build and redevelop the Property in such manner as the Tenant shall think fit (and to allow or permit any third party to do so) notwithstanding any interference thereby occasioned to access of lights or air to the Estate and/or to the buildings from time to time erected thereon Provided That any such development is permitted under Planning Law and does not derogate from the rights reserved to the Landlord by this Building Lease.]
- 15 [Balcony use/overhang right]

16 [The right to use the car parking spaces edged [] on the plan(s) annexed at Appendix 1 subject to the following:

- 16.1 not to use any parking space otherwise than as a parking area for one domestic motor car or motorcycle in a taxed sound and roadworthy condition only and not for any other purpose and not to deposit any rubbish or refuse or other debris thereon;
- 16.2 not to park at any time on any part of the parking spaces any commercial vehicle exceeding 15 cwt (unladen weight) except where the same results from the temporary use of removal or delivery vans nor any vehicle in such manner as to obstruct the ready approach to any part of the Estate.]

[DN: to include any other necessary rights for the use and enjoyment of the Property as may be required following the grant of the Planning Permission for the final scheme]

Exceptions and reservations

- 1 Free and uninterrupted passage and running of Supplies in and through the Conducting Media (including television aerials) now existing or added later upon through or under the Property now or in the future intended for use by other parts of the Estate whether or not jointly with the Property.
- 2 All rights of light air and other easements and rights now or hereafter belonging to or enjoyed by the Property from or over any adjacent or neighbouring land or building.
- 3 The right to build or rebuild or alter any adjacent or neighbouring land or building now or hereafter belonging to the Landlord whether in possession or in reversion (and not hereby demised) at any time for any purpose provided that there shall be no interference with any rights granted by this Building Lease.
- 4 Support and protection for the benefit of the other parts of the Estate as now or in the future is enjoyed from the Property.
- 5 The right for the Landlord and their duly authorised servants or agents with or without workmen and others upon giving 48 hours' prior notice in writing (except in cases of emergency) to enter the Property to install and maintain in or upon the Property the meters and (if any) television receiving aerials cables or other similar apparatus for providing media services electric entry systems (if any) or similar apparatus for the sole use of the Property.
- 6 The right from time to time for the Landlord and/or anybody authorised by them or their duly authorised officers or agents with or without workmen to enter upon the Property (but not the site of Units) to provide additional facilities and services to be used in common by occupiers of the Estate or to reasonably alter divert stop-up or otherwise interfere with any rights specified in Schedule 1 hereto provided that reasonable alternative rights are or will be made available by the Landlord.
- 7 The right for the Landlord and its duly authorised servants or agents at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the Property but not the site of Units for the purpose of effecting repairs to adjoining parts of the Estate or to carry out alterations thereto but so that any such repairs or alterations shall only be carried out where it is not reasonably practicable to do so without such entry being made and in all cases to be carried as soon as reasonably practicable causing as minimum inconvenience as possible with the intent of completing the works as soon as possible and the person exercising this right shall make good all damage caused in carrying out any work on the Property.

[DN: to include any other necessary exceptions and reservations for the use and enjoyment of the Estate as may be required following the grant of the Planning Permission for the final scheme]

Estate Services

Estate Service Charge

- 1 The Estate Service Charge shall be paid as follows:
 - 1.1 the Landlord shall deliver to the Tenant as soon as reasonably practicable before the commencement of each Estate Service Charge Period an estimate of the Estimated Estate Service Charge for the relevant Estate Service Charge Period and the Tenant shall, in respect of any completed Units, pay for each Estate Service Charge Period the Estimated Estate Service Charge by four equal instalments in advance on the usual quarter days; and
 - 1.2 the Landlord shall within three months after each Account Date cause to be prepared and supplied to the Tenant an account showing the Estate Service Charge Costs and the Estate Service Charge for the Estate Service Charge Period ending on such date.
- 2 If the Estate Service Charge for any Estate Service Charge Period shall exceed the Estimated Estate Service Charge paid by the Tenant for that Estate Service Charge Period the amount of the excess shall be due within 14 days of written demand on the Tenant but if it shall be less the amount of the overpayment shall be credited to the Tenant against the next quarterly payment of Estimated Estate Service Charge.
- 3 If the Landlord does not demand an Estimated Estate Service Charge in respect of an Estate Service Charge Period then until further notice the Estimated Estate Service Charge for the previous Estate Service Charge Period shall continue to be paid by the Tenant on the usual quarter days as provided in paragraph 1.1 above.
- 4 If funds collected by way of advance payments of Estate Service Charge prove insufficient to meet an immediate liability the Landlord is to be entitled to borrow monies for the purpose of meeting such immediate liability from reputable banks at commercially competitive rates of interest and the interest payable on the borrowing shall be recoverable as an item of the Estate Service Charge Costs.
- 5 The Estimated Estate Service Charge shall consist of sums comprising the expenditure reasonably estimated by the Landlord or its managing agents as likely to be incurred in the forthcoming Estate Service Charge Period by the Landlord upon the matters specified in this Schedule together with a reasonable amount (ascertained in accordance with the principles of good estate management) as a reserve for or towards such of the matters as are specified in this Schedule as are likely to give rise to expenditure after such Estate Service Charge Period being matters which are likely to arise either only once during the then unexpired term of this Building Lease or at intervals of more than a year (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Estate Service Charge shall not fluctuate unduly from year to year).
- 6 All sums paid to the Landlord as relates to the reserve referred to at paragraph 5 shall be held by the Landlord in a separate trust account for the Tenant and all other tenants contributing thereto until applied towards the matters referred to it at paragraph 5 and all

such sums shall only be so applied. Any interest on the sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve.

The Estate Services

The provision from time to time of services in to or for the benefit of the Estate which without prejudice to such generality shall include the following essential services:

- 1 repairing maintaining and decorating treating cleaning and keeping free from and remedying all defects whatsoever and at the Landlord's discretion renewing rebuilding and replacing:
 - 1.1 such of the Conducting Media as may be enjoyed or used by the Estate (excluding those exclusively serving the Property); and
 - 1.2 the Estate Common Parts and including without limitation any plant or equipment on the Estate;
- 2 taking out and maintaining in force an effective insurance policy against:
 - 2.1 any and every liability of the Landlord for injury to or death of any person (including every agent servant and workman of the Landlord);
 - 2.2 damage to or destruction of the Estate;
 - 2.3 employer's liability;
 - 2.4 insurance against such injury death damage or destruction due to the act neglect default or misconduct of the agents servants or workmen of the Landlord employed in connection with the management and/or maintenance of the Estate Common Parts; and
 - 2.5 such further or other insurances in respect of or incidental to the Estate Common Parts as the Landlord shall from time to time deem necessary acting reasonably;
- 3 taking out and maintaining in force an effective insurance policy in compliance with the obligations on the Landlord at clause 7 of this Building Lease;
- 4 compliance with every notice regulation requirement or order of any competent or local or other authority or Legislation in respect of the Estate Common Parts;
- 5 taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any Legislation relating to the Estate Common Parts;
- 6 to the extent the Landlord deems it necessary or desirable to do so providing maintenance and when necessary replacing renewing or amending closed circuit television for Estate Common Parts (but not any other security systems) but excluding any entry phone system or other systems or services exclusively serving the Property;
- 7 the upkeep of and tending and stocking of:
 - 7.1 any landscaping on the Estate Common Parts; and
 - 7.2 floral and/or plant displays or areas within the Estate Common Parts;

- 8 providing such firefighting equipment, appliances and any other signs or notices required by the local Fire Officer or the insurers in respect of the Estate Common Parts and the cost of repair maintenance and renewal of the same; and
- 9 carrying out any other works or providing other services or facilities of any kind whatsoever which the Landlord may from time to time consider desirable (acting reasonably in accordance with the principles of good estate management) for the purpose of maintaining or improving the services or facilities on or for the Estate Common Parts.

The Estate Service Charge Costs

The Estate Service Charge Costs are all reasonable and proper costs properly incurred by the Landlord in the provision of the Estate Services including but without limitation:

- 1 to the extent the Landlord reasonably deems it necessary or desirable to do so employing staff (but not porters) for the Estate Common Parts either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Estate Common Parts and the provision of services to the Estate Common Parts and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including / without limitation contributions to an occupational pension scheme the payment of such insurance, health, pension, welfare and other contributions and premiums, industrial training, levies, redundancy and similar or ancillary payments that the Landlord may be required by Legislation or otherwise to pay or may in his absolute discretion deem necessary (acting reasonably) in respect of such staff and uniforms, working clothes, tools, machinery, two-way radios, appliances, office equipment, cleaning and other materials bins receptacles and other equipment for the proper performance of their duties provided that the Landlord shall obtain the Tenant's prior written approval to the employment of any such staff members (approval not to be unreasonably withheld or delayed);
- 2 the cost of rent rates telephone charges gas electricity and other incidental expenses of:
 - 2.1 any accommodation provided in the Estate or elsewhere for use by the persons employed in connection with the provision of any of the services to the Estate Common Parts; and
 - 2.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of any of the Estate Services,

provided that the Landlord shall obtain the Tenant's prior written approval to any such costs;
- 3 all fuel and energy costs incurred in the provision or administration of the Estate Services;
- 4 all existing and future rates taxes charges duties impositions assessments and outgoings for the time being payable by the Landlord in respect of the Estate Common Parts;
- 5 the fair and reasonable fees of managing agents (if any) properly incurred for the general management of the Estate and for the collection of contributions to the Estate Service Charge Costs from all persons liable to pay the same (but not enforcement costs where any person fails to make such payment) provided that the total of such management fees, charges and expenses and commissions shall not exceed 10% of the Estate Service Charge;
- 6 the proportion of the costs attributable to the Estate of the expense of making supporting repairing renewing maintaining rebuilding cleansing or lighting all party and other walls fences roads paths gutters sewers drains or other structures services or facilities belonging to or used or enjoyed by the Estate in common with other property;
- 7 any irrecoverable value added tax borne by the Landlord in respect of the Estate Services;

- 8 such sums as the Landlord shall in the interests of good estate management reasonably consider necessary to retain by way of reserve fund in respect of works of repair, maintenance or renewal of the Estate Common Parts provided further that the Landlord reasonably anticipates that the sums will be expended on the item in question within the two Estate Service Charge Periods following that in which the sums are demanded;
- 9 the proper and reasonable costs of leasing, hiring or renting any item reasonably required for the purpose of carrying out any of the Estate Services;
- 10 the standing and other general charges for the supply of water to the Estate Common Parts; and
- 11 the payment of all charges, assessments and other outgoings (if any) payable by the Landlord in respect of all parts of the Estate Common Parts (other than those separately relating to the Property or other parts of the Estate).

Estate Regulations

- 1 No piano or other musical instruments, record player, television, wireless or other mechanical or electronic instrument for the reproduction of sound of any kind shall be played or used nor shall singing, shouting or talking be practised in the Property so as to cause an actionable nuisance to the owners and occupiers of the other parts of the Estate or so as to be audible outside the Property between the hours of 10 pm and 9 am and to pay all costs charges and expenses of abating any such nuisance howsoever caused.
- 2 No commercial vehicles, caravans, trailers, boats or similar large objects shall be brought onto any part of the Estate provided that the temporary parking of commercial vehicles in designated areas on the Estate for the delivery of goods and services to the Property shall not be a breach of this covenant.
- 3 Not to use or permit or knowingly permit anyone else to use any parking area or any space within the Estate for the purpose of parking any vehicle or for any other purpose whatsoever.
- 4 Unless the occupant is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, not to apply for or hold a permit to park a vehicle within the London Borough of Richmond upon Thames.
- 5 Not to apply for an on-street parking permit and/or a parking contract to park in any car park owned controlled or licenced by the London Borough of Richmond upon Thames as a result of or from ownership of the Property.
- 6 No obstruction or interference shall be made with the roads, footpaths or forecourts which forms part of the Estate so as to render them unfit for use.
- 7 Not to interfere (by physical act, noise, vibration or in any way) with the enjoyment and amenity of the other parts of the Estate.
- 8 Not to permit children to play or make noise on the Estate Common Parts so as to be a nuisance or annoyance to tenants or occupiers of the other parts of the Estate.
- 9 Not to allow any clothes, bedding, washing or other items whatsoever to be hung from any window, terrace, patio or balcony forming part of the Property other than in the area and on equipment provided specifically for the purpose either by the landlord or with the landlord's consent, and no mats shall be shaken or brushed out of the windows of the Premises.
- 10 Not to store any plant, machinery, barbecues or other chattels or other items whatsoever (including (without limitation) trellis, fences, windbreaks, sheeting, flags, laundry lines, bird feeders, bird boxes and other wildlife homes) on any external terrace patio or balcony forming part of the Property apart from exterior tables and chairs and plant pots of good quality and state of repair.
- 11 Not to leave refuse anywhere on the Estate Common Parts other than in the areas reasonably specified for such purposes by the Landlord from time to time.

- 12 To use the bin store area provided for the sole purpose of disposal of rubbish and refuse which disposal must be in a considerate manner and to keep the same in a clean and tidy condition. All perishables to be in sealed containers.
- 13 Not to dispose or permit the disposal of dirt rubbish rags or any other refuse or objects out of the windows or doors of the Property nor by throwing them into the sinks or basins lavatories baths or cisterns or waste or soil pipes in the Property except via a waste disposal unit suitable for such purpose and to place refuse in the appropriate receptacles in the areas reasonably specified for such purposes by the Landlord from time to time. Forthwith to remove and clean up any litter graffiti or disorder which shall have been made by the occupiers, their family, servants, visitors or licensees on any hallways staircases passage in the Estate Common Parts.
- 14 To clean the windows of the Property when reasonably necessary.
- 15 Not to pick flowers anywhere on the Estate and not to cause damage to the grass trees shrubs or plants within the Estate Common Parts or anywhere else on the Estate.
- 16 Not to place or tamper with any box, pot planter, picture, notice or photograph or other like object (if any) in the Estate Common Parts.
- 17 Not to tamper with the Landlord's supply of services to the Building.
- 18 Not to decorate the exterior of the Premises.
- 19 Not to bring into the Property any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Property or Estate or the occupants thereof.
- 20 Not to use or permit to be used such part of the Estate Common Parts as are from time to time laid out as gardens (if any) other than for normal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building nor shall any bicycles skates or skateboards be used or ridden at any time anywhere on the Estate Common Parts, nor shall cycling, rollerblading and skating (or similar pursuits) are absolutely prohibited on the Estate Common Parts.
- 21 Not to leave or deposit or permit to be left or deposited any bicycles, prams, push chairs, mobility scooters, or other wheeled vehicle or any goods, parcels, cases, refuse, litter or the like in the Estate Common Parts.
- 22 Ball games and barbecues are absolutely prohibited anywhere on the Estate Common Parts and no musical instruments are to be played or audio equipment is to be played out loud on the Estate Common Parts and no private parties are to be held anywhere on the Estate Common Parts unless any such private parties have been pre-authorized by the Landlord at its discretion. If such authorisation is given it shall also indicate if music is allowed and if so the type of music and any other requirements subject to which it is given.
- 23 No dog, cat, bird, reptile or other animal shall be allowed onto any of the Estate Common Parts without the Landlord's consent in its absolute discretion. Such consent to be revoked in the event of nuisance annoyance or complaints from other leaseholders on the Estate and the onus is on the Leaseholder to pay all costs in respect of obtaining the consent.

- 24 Not to put the Landlord in breach of covenants and obligations owed to the Energy Service Company.
- 25 [Not to use the use the cycle stores shown hatched [] on the plan(s) annexed at Appendix 1 other than for the storage of pedal cycles belonging to the Tenant undertenants or other occupiers of the Property.]
- 26 Not to use a Flat nor permit a Flat to be used for:
- 26.1 any purpose other than as a private residence in single occupation only; or
- 26.2 any purpose from which a nuisance can arise to the owners, lessees or occupiers of the Property or of the premises in the neighbourhood.
- 27 Not to do or permit to be done by any members of the Leaseholder's household or visitors any act or thing which may:
- 27.1 render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable;
- 27.2 cause or permit to be caused nuisance, annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to the neighbourhood;
- 27.3 result in any form of harassment or intimidation of any other person, including the Landlord's staff, contractors and agents; or
- 27.4 result in the use of the Property for any unlawful or immoral purpose.
- 28 Not to do or permit to be done anything which may cause obstruction in or interference with any of the service media serving the Property.
- 29 No external wireless or citizen band or television aerial or satellite dish or similar telecommunication transmission or reception apparatus or thing shall be erected by the Tenant or aby sub-tenant in or on Property.
- 30 Not at any time to exercise or carry on or permit to be exercised or carried on in or upon the Property or any part thereof any trade or business whatsoever.
- 31 Not to fix any article to any part of the Property or outside the windows of the Property.
- 32 Not to cause or permit to be caused any damage to any part of the Property.
- 33 At all times when not in use to keep shut the entrance door of the Property and between the hours of 10 p.m. and 9 a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door(s) to the units are closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of the other units in the Property.
- 34 Not to permit children under the control of the Tenant to loiter or play in or about any entrance hall stairway lift lobby or corridor in the Property.
- 35 If the Property has direct access to a balcony or terrace or winter garden:

- 35.1 not to hang or expose clothes or other articles on the balcony / winter garden / terrace;
- 35.2 not to put any sign, plate, writing or drawing of any kind on any part of the balcony / winter garden / terrace so as to be seen from the outside;
- 35.3 to ensure that any items placed on the balcony / winter garden / terrace are secured and safe in adverse weather conditions;
- 35.4 not to cook or barbeque on the balcony / winter garden / terrace and not to store or keep any form of cooking equipment or flammable substances on the same;
- 35.5 not to keep a bicycle or motor bike on the balcony / winter garden / terrace;
- 35.6 not to throw or let fall any item from the balcony / winter garden / terrace;
- 35.7 not to store any item on the balcony / winter garden / terrace which would protrude above the height of the railings or balustrade;
- 35.8 to ensure that the balcony / winter garden / terrace is kept tidy, clear from debris and the drains unblocked;
- 35.9 to procure that all visitors to the Property, persons present with the Tenant's authority or the Tenant's families authority, comply with 35.1 to 35.8.
- 36 Not to do or suffer to be done any act or thing which may cause racial harassment as defined in Section 2 of the Race Relations Act 1976 to the owners, leaseholders or occupiers of the other premises in the neighbourhood.
- 37 To comply with and make all reasonable endeavours to ensure that all persons visiting the Property or any part of the Estate shall comply with Estate Regulations made by the Landlord who may from time to time make and publish for the detailed administration of the Estate or for maintaining the character and amenities thereof whether in relation to the Units and their occupation or to the Estate.
- 38 Not to interfere with or hinder the Landlord in the exercise of its rights under this Building Lease.
- 39 Not at any time to park on or obstruct the Estate Common Parts and where no parking space is identified not to park on any part of the Estate but it is hereby agreed that the parking of a delivery vehicle for a short period in order to make a delivery to the Property or any Unit within the Property for loading or unloading shall not be a breach of this paragraph.

[DN: to be finalised once the final planning for the development has been issued]

{ TC "Appendix 1 - Plan of Property" \1 } **Appendix 1**

Plan of Property

[to be agreed based on Tenant's Phasing Plan submitted with the bid]

Estate Plan



Notes/revisions:

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

Date	Drawn	CHK
30/04/18	ALH	
11/05/18	ALH	
06/02/18	FA	CD
07/02/20	JM	CD

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

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

Authorised signatory

Authorised signatory

[Tenant's execution block to be inserted]

Appendix 9

Engagement

T&T

Design Evolution Protocol, Stakeholder Protocol, Planning Protocol and Construction Protocol



Ham Close - Design Evolution Protocol

Hill will work in partnership with Richmond Housing Partnership (RHP) to evolve the submitted bid design (Appendix 9) and to produce a finalised design for planning submission.

Whilst there is a design in place at the time of contract, all parties note that changes are likely to be required due to the following reasons, including but not exclusively:

- Feedback from the planning authority, Design Review Panel or GLA
- Clashes which arise as the design is taken through more advanced stages
- Changes to the brief
- Changes made to the decant & rehousing strategy
- Feedback from Ham Close resident consultation/public consultation
- Changes to prevailing regulations or best practice

During this process, Hill will be cognisant of RHP's numerous and varied roles throughout the project going forward, including:

- Developer of the affordable homes
- Optional purchaser of private homes for existing leaseholders
- Landlord of residents and tenants residing in homes still to be vacated
- Party to the legal agreements with London Borough of Richmond Upon Thames
- Owner and maintainer of the entire estate, including the newly constructed plant, communal areas, landscaping, lifts and self-contained parking structures.
- Contractual clients for the community facilities, namely the Replacement Community facility and the MakerLab

Regular Design meetings

Hill will maintain regular communication through various channels with RHP, with the following forums expected as a minimum (all periodical meetings are a minimum, and more regular meetings may be required during busier periods):

- Community facility review meeting (to include LBRuT) - monthly
- Ham Close Project update - fortnightly
- Estate Management Strategy & Design forum - monthly

RHP will also be invited to all pre-application planning meetings with LBRuT.

Where practicable, information will be issued 5 working days in advance of meetings so feedback can be sought ahead of the meeting.

Issue of information

Hill will issue information to RHP (and/or their nominated representative) for comment, and will include:

1. A summary of the information attached



2. Areas where changes have been made to drawings/proposals, and the justification for/cause of those changes
3. Specific items on which feedback is required (Requests for Information)
4. Areas where proposals vary from RHP's ERs, and derogations are proposed
5. Any cost implications

From issue of information, a response is required within 5 working days, so that design and pre-planning programmes can be maintained.

RHP should be aware that Hill are required to issue pre-planning meeting information to the planners a minimum of 10 days before each meeting, and will work with Hill to achieve this.

The community facilities may require a separate arrangement with LBRuT and their agreed representatives and stakeholders. To maintain progress, Hill we be able to issue information simultaneously to RHP, LBRuT and agreed representatives and stakeholders, however ultimately the final instruction will need to be confirmed by RHP and/or their representative

Hill will use Dalux information platform for the distribution of drawings, and will arrange for a workshop to take place for those who are required to use the software. This is to ensure a clear flow of information and to provide a future platform for BIM.

5. RESIDENT & COMMUNITY STAKEHOLDER GROUPS ENGAGEMENT

YOUR KEY PRINCIPLES AND GOALS

1. Remaining in the Community

A dedicated team working 'on the ground' in a way that reflects resident preferences and delivers community objectives. **Added Value:** A dedicated RLO from Preferred Bidder Status for the duration of the development, building trust and confidence that we will deliver our promises and deliver Ham Close with no delay

2. Retain and enhance green space

Our design has built on and retained what residents believe is great about living in Ham including RHP's innovative Voices of Ham Video. **Innovation:** We will utilise technology such as through Virtual Community Centre consultations

3. Create a heart to Ham Close and Ham, retain and support a village feel
The community needs more than new homes, space retained and public space enhanced. Our way of working will ensure community views are built into outcomes.

Added Value: We will establish an engagement charter with local interest groups including Ham United Group, TAG (Youth Centre) and Friends of the Village Green

4. Better integrate Ham Close

Exemplar communication that suits all stakeholders, including COVID-safe activities.

Innovation: We will utilise our toolkit of non-face to face engagement to promote new ways of consulting that suit different ages and backgrounds.

5. Improve community facilities

We know success will be driven by the perception of the community. We will consult and inform every step of the way. **Innovation:** The Community Centre must work for all. We know not all disability is visible. We will work with TAG to inform and safeguard excellent design

The success of this regeneration is predicated on exemplar resident and community engagement. We recognise and are determined to enhance RHP's success and reputation delivering an innovative approach. Together, we will provide a resident-centred approach; ensure genuine involvement, and analyse feedback to influence and shape delivery. We commit to ensuring your residents have influence over the decisions that affect their lives. Hill will deliver:

- a. A dedicated Resident Liaison Officer seconded into your team

Exceeding Expectations: One RLO who remains throughout all phases, creating trust with residents

b. An Estate Manager as liaison between our construction team and your project team to ensure long term affordability and to minimise service charges

c. Incorporation of our "Spaciable" App (or feed into your RHPi online tool) as a long term engagement offer including development updates

d. £250,000 per annum Social value Fund to enhance engagement

e. Funded Planning Performance Agreement with the Council to guarantee planning

f. Civic Participation Board with representatives from the community, RHP, Hill and Ward Councillors

h. Feed in data in the format required for the RHP "How we are doing?" webpage

i. Customer Service Advisor

5.1 ENGAGEMENT WITH THE ESTABLISHED COMMUNITY

We will adopt a comprehensive approach that leverages the strong level of civic participation in the area to date whilst ensuring no one get left behind and avoiding 'consultation fatigue'.

5.1.1 COVID

Hill has established a suite of innovative approaches to resident engagement despite COVID:

- Our virtual platform will host events with our team, RHP and residents, with a live chat messenger to ask questions and receive answers there and then
- We will focus on outdoor engagement events to support social distancing

5.1.2 Existing Forums

We will commit to engagement and regular communication at key milestones with all existing resident groups including the Resident Engagement Panel. We will attend all meetings we are invited to and provide regular bulletins on key subjects that matter to each stakeholder group.

5.1.3 Civic Participation Board

Ham is a diverse community. The engagement process must represent the voices of the wide diversity of tenants, leaseholders and stakeholders. Together we can attain their confidence by giving genuine authority to the community. The Board will

- For those shielding, we can provide paper and print communication to supplement digital (including alternative formats/community languages)
- Outdoor noticeboards with a 'What's new this week' feature
- We will create a Time Capsule event: in our experience these are important and tend to involve all age groups.

We will maintain virtual methods of engagement for the duration of the project, as feedback from residents is that many prefer it.

Innovation: We have established Virtual Community Centres most recently in our JV with Home Group regenerating the Douglas Bader Park Estate, Colindale. <http://dbp-consultation.co.uk/virtual-exhibition/>

5.1.2 Existing Forums

We will commit to engagement and regular communication at key milestones with all existing resident groups including the Resident Engagement Panel. We will attend all meetings we are invited to and provide regular bulletins on key subjects that matter to each stakeholder group.

Planning Performance Agreements and co-ordinated meetings with statutory stakeholders will ensure seamless transition from selection through planning, discharge of conditions and delivery.

5.1.3 Civic Participation Board
Ham is a diverse community. The engagement process must represent the voices of the wide diversity of tenants, leaseholders and stakeholders. Together we can attain their confidence by giving genuine authority to the community. The Board will

5. RESIDENT & COMMUNITY STAKEHOLDER GROUPS ENGAGEMENT

monitor engagement processes, and deciding Social Value Fund spend.

5.1.4 Real Time Surveys

– Voices of Ham

RHP already has a fantastic online tool to receive feedback from its community. We will strengthen this through:

- Organising annual opinion polls of where the Social Value Fund should be spent;
- Training local residents (building on your E-State Champion Programme) to canvass the community for an annual Social Impact Report.
- We will build on the innovative Voices of Ham videos to bring resident ideas to life using digital technology.

5.1.5 Diversifying and amplifying the “Community Voice”

We will deliver a flexible engagement strategy with multiple channels to facilitate participation from hard to reach, young, elderly and minority residents.

Utilising our Virtual Community Centre approach we can record

attendance and monitor the demographics. We will identify hard to reach groups and adjust our strategy to ensure representation from the whole community

- For different age groups that maybe uncomfortable with online technology we will post out the ‘community boards’ with feedback by phone or letter
- We will adapt our school engagement programme to reach those schooling from home
- Engagement with the Youth Club and TAG. We will appoint a Youth Ambassador so the views of young people are represented

Added Value and Innovation: we will appoint a “Digital Champion” and an “Older Persons Champion” from the Residents Engagement Panel. Hill will provide training and IT for these individuals.

5.1.6 Online Analytics

RHP is already leading our sector in applying data analytics in monitoring and improving the customer experience (e.g. use of Mouseflow). Similarly, Hill will use the Spaciable app to support a brilliant customer experience for owners and tenants alike.

5.2 SUSTAINABILITY & DESIGN WORKSHOPS

Reflecting RHP and residents’ key objectives to retain and enhance the green feel of Ham Close whilst delivering new energy efficient homes, we will establish sustainability and design workshops (see table below)

5.3 CLOSING THE LOOP

It is essential that for any feedback given by the community, they receive feedback of the outcome. We note the success of RHP’s ‘You Said, We Did’ monthly newsletters and will adopt this approach.

Exceeding expectations: We will provide estate management, customer service and liaison activities to feedback data into your Annual report.

5.4 OUR TEAM

We will ensure adequate resources throughout the development lifecycle to ensure our communication and engagement will work collaboratively with RHP’s. Hill prides itself on retention of staff.

5.5 METHODOLOGY

Stakeholder	Proposed Communication Methods
Residents	Fortnightly Residents Meeting attended by the RLO, Dedicated webpage, Social media, Newsletter, socially-distanced events
Resident Engagement Panel	Monthly meeting attended by the RLO and Project Director
Leaseholder	Quarterly meetings/webinars according to demand
Independent Resident Advisor	Monthly Meeting to update and receive feedback
Community Centre Operator	Engagement Meetings with Operator regarding design
Youth Centre	Meetings and presentations

5.6 LEGAL DOCUMENTS

We commit our Stakeholder Communication Protocol being embedded within the legal documentation and ensuring compliance with the TPAS - National Tenant Engagement Standards (Rev2: 2020).



WORKSHOP / MILESTONE PURPOSE

1. One Planet Living Theme	Sustainability objectives (One Planet Living Principles)
2. Masterplan Workshop	Design solutions
3. Landscape & Liveable Streets Workshop	Resident and local business ideas
4. Health, Wellbeing & Fire Safety	Ensure best practice in sharing information with residents on safety
5. Within Residents Homes	Focusing on energy consumption, tackling fuel poverty
6. Community Centre Presentation	Ensuring community needs (now and in the future) are met
7. Building Form and Facades	Supporting design objectives and the green feel of Ham Close
8. Bins, Bikes and Parking	Sustainable solutions that discourage ASB, vandalism and crime
9. Phasing, Programme and Rehousing	Providing confidence and clarity for all stakeholders
10. Pre Submission Presentation	Consultation and engagement

2. PLANNING

2.1 APPROACH TO PLANNING

The Nature of the Planning Application

Our planning strategy is to submit a full detailed planning application for the entirety of the masterplan development which can be delivered in three phases. Utilising the additional time for a start on site, a single application is considered the best way forward. This will streamline the determination process; avoids repetition of technical analysis; and, having to equalise a number of planning benefits across separate plots. Notwithstanding this, the new Community Centre, Maker Lab and Caretaker provision remain in the first phase of development. The development will continue to "front load" social infrastructure, providing the council and local community with an immediate and visible benefit from the development WR:AP, a local architectural practice, is embedded within the bid team, contributing a key building for Ham.

An estate wide detailed application will provide design clarity for both residents and decision makers. It provides technical rigour on issues ranging from daylight/sunlight to sustainability enhancements that would not be possible with an outline approach. From our experience of previous estate regeneration schemes, we have found that residents are far more actively engaged with detailed planning applications than outline. Internal layouts, and design detailing make the end product easier to relate to, and often garner greater support. Critically, a full permission allows for an immediate start on site and avoids subsequent delays with reserved matters applications.

Alignment with Council and GLA Policy

We have extensive experience of estate regeneration in London and have delivered some of the Capital's most significant regeneration projects in recent years. This has only been possible through a comprehensive understanding of planning policy and legislation married with a collegiate and practical problem-solving approach with officers and stakeholders.

A strong planning backdrop for redevelopment already exists. Ham Close is allocated for development in the local plan. Similarly, the adopted Ham and Petersham Neighbourhood Plan also has a specific allocation policy for Ham Close, which is supported by a comprehensive character study. **No specific restrictions are placed on the number of homes, scale or densities, albeit the BPTW masterplan was subject to significant community consultation, and there is a general presumption against exceeding six storeys in Ham.** Our design proposal, outlined in Question 1, does not exceed 6 storeys or 452 homes, meeting the red line requirements of RHP from the ITT document.

Although the Neighbourhood Plan and Local Plan were adopted recently (2019 and 2020 respectively), in anticipation of future planning policies, our proposals have been thoroughly tested and evaluated by specialist planning consultancy Sphere25 for compliance with emerging Council and GLA planning policies which are likely to be in place when the application is being determined by Planning Committee.

Special regard has been had to supplementary planning guidance on the recent draft SPDs on Sustainable Construction and Transport at the local level. Meanwhile, Urban Green Factor (UGF) and cycle standards from the soon to be adopted New London Plan have been applied throughout. A number of the key design features (increasing tree planting, locating car parking away from view and brick palette mean that the scheme fits well with recent Government Policies on "Building Beautiful".

2.2 PLANNING PROGRAMME

Upon contract Award, we will sign the Planning Performance Agreement (PPA) with the Council as soon as possible, which has helpfully been issued in draft in the clarifications. **The PPA will set out regular meetings and ensure access to Council departments ranging from Environmental Health to Highways.** As well as a timetable, the PPA will also include the scope of submission documentation. This will provide clarity on the information needed to support the planning submission. The application will be supported by a full Environmental Impact Assessment (EIA) that will explore the schemes performance on matters such as climate change, socio-economic impact, transport and heritage amongst other disciplines. Rather than "screen" whether an EIA is needed, by offering this upfront it will be possible to begin with the "scoping stage" of the process. This will reduce time and maximise areas of agreement from the outset. A transparent and informative approach to the schemes sustainability

HAM CLOSE REGENERATION

Our Planning Methodology
— 10 Step Process

01

"Lock-in" timescales, performance criteria and timetables

02

Creating the Planning "Why"

03

Establishing the new Masterplan and technical consultation

04

GLA consultation

05

Community consultation

06

Ensuring procedural robustness

07

Submission of the planning application

08

Determination of the planning application

09

Resolution of planning permission

10

Crystallising Permission

credentials will also seek to galvanise support for the regeneration.

To expedite early feedback, a pre-application request will be made to the GLA. A meeting with the Richmond Design Review Panel meeting will also be scheduled for the following month. Community Consultation will also begin from April onwards. Front loading consultation is possible from

the detailed work in our bid submission. If elements need adjustment in response to consultation, this will allow sufficient time for amendments early in the process.

We have updated the programme to reflect the approach of using a single, detailed application. Our programme is similar to that attached to the draft PPA, although would suggest amending to match that outlined in this submission. We feel our programme is realistic and deliverable and coincides with the position of the local planning authority comments.

We have included some further steps post planning which are required prior to start on site. At the earliest opportunity following partner selection, we would seek to agree any minor amendments to the PPA, although our planning team has reviewed the document and do not expect any material changes. We would like to discuss amending the PPA to include the period post granting of the permission, to include approval of conditions throughout the ongoing development period.

The whole project team can buy in to the proposed programme, and the team can still achieve a start on site in September 2022.

2.3 RISK MANAGEMENT

A key constraint is project delay. This may be incurred from third parties, (such as consultees) or adverse responses during the planning process causing deferral. We can mitigate this risk through working to the protocols agreed in the PPA, our outlined approach to EIA, and regular engagement with the GLA, involving them and consulting

early so later stage sign offs can be achieved promptly.

Historic England will be a statutory consultee. Should Historic England object to the proposals, there is an increased risk that the Secretary of State will call-in the application should the council resolve to grant planning permission. We have therefore considered key views from Conservation Areas and Listed Buildings such as Ham House to avoid harm to existing assets.

Onerous Planning Conditions can significantly slow down delivery of a scheme and impact on cost. We will agree all conditions and obligations ahead of publication of the committee report. This will ensure appropriate "trigger points" to avoid substantial pre-commencement requirements post planning.

Significant change can often result in Community Objections. Our project timetable includes significant time for public consultation to articulate the benefits of redevelopment. Local concerns are often focussed on the immediate environment, with issues such as daylight/ sunlight and car parking regular issues. Initial testing has already been undertaken for the capacity study to inform the scale and massing of our proposal. A full Daylight Sunlight Assessment will accompany the application, together with an overshadowing analysis. The car parking is discretely located at basement level, and the parking ratio, whilst above the London Plan guidance, is considered locally appropriate and likely to be welcomed.

Ham Close - pre start planning timetable

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

Consultation

We are mindful of the need to commence consultation as soon as preferred partner status is confirmed, and we are likely to be facing Covid restrictions for at least some of the period leading up to our proposed submission date of October 2022. We believe that a traditional approach of exhibiting plans that can be visited by consultees, with people able to ask questions, is the most effective and this can be done in a Covid secure fashion, but

to achieve this may require more events with careful management of numbers. This can be combined with the use of technology to hold Zoom-based events, and through compiling packs which can be mailed to those residents not comfortable with using technology.

We have recent experience of planning consultation during lockdown on Douglas Bader Estate in Barnet, an estate regeneration. We have covered this in more detail in Question 5, Community Engagement



APPENDIX F PLANNING & PRE-START 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																				
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Asbestos Survey (Hatch House)																				
6 week demolition notice																				
Pricing Control document																				
Subcontractor Procurement																				
START ON SITE																				





Ham Close - Construction Protocol

The Construction Management Plan for Ham Close will be updated during the planning process, and confirmed once the phasing and design is confirmed via the detailed planning permission for the project. That notwithstanding, this protocol below provides a framework approach to how Hill will work during the construction period. The information below is backed up by our internal ISO accredited construction procedures which will be followed at all times throughout the construction stage.

Ongoing Engagement

It is important to us that we clearly communicate the aims of the project, ensuring our programmes and sequences of work are coordinated and considerate to the requirements of existing and new Ham Close residents and all surrounding neighbours and stakeholders.

We will engage early on to establish aspirations and identify key issues - understanding the needs of the local community will be vital to fostering support and building a positive relationship.

Our Resident and Community Liaison Manager, RLO and site team will work with your Regeneration Team Team to agree the best approach to engagement by developing a programme of agreed activities for residents and the wider community.

We will seek to form a Construction Working Group (CWG) consisting of the key stakeholders we need to liaise with during delivery. The CWG could include membership from the REP panel. This provides them with a platform to raise concerns and have a dialogue with Hill. Our suggestion is that RHP's project team and the Council project team joins the CWG in order to provide stakeholders with a full picture of what is happening on the site and when.

We will attend these meetings to consult with residents and ensure we capture feedback, ideas and concerns to shape the delivery and minimise disruption.

Throughout the regeneration, we will continue to attend regular meetings to keep the residents up to date on progress and answer any questions. At pre-commencement, we will hold our project launch where we will discuss and agree with you the best approach to resident engagement throughout the delivery stages.

As there is a diverse spread of the various communities, we can provide key information in other most spoken languages in the area if required. Utilising our experience from the similar projects and bi-lingual staff we can provide accurate up to date information.

Minimising disruption

We have established proven methods to minimise disruption when delivering regeneration projects. These comprise of:

- Traffic management
- Noise management



- Proactively managing our programme
- Providing regular updates with sufficient notice to keep the local community informed
- Supply chain management
- Construction methodology to mitigate the impact on residents

Traffic management plan

Delivery vehicles will be controlled to ensure that unloading only takes place within designated times and in the correct location. All subcontractors will be required to produce a procurement schedule for their materials, which will be monitored at their weekly or fortnightly meetings, and must book delivery via M-Site system. 'Just in time' scheduling of deliveries, where possible, will minimise storage capacity required, double handling and congestion around the site. Restricted delivery times based around the school times will be discussed and detailed with all suppliers and contractors.

Where 'just in time' deliveries are not economical or practical, site storage of materials and plant will be very carefully controlled by defined allocation of zones to particular trades. Detailed plans of the site will be drawn up outlining areas available for moving and storing materials during the various stages of the development.

Construction vehicle movements should be restricted to the hours of 8am to 6pm on weekdays and between 8.00am and 1.00pm on Saturdays. Due to the school being in the vicinity of the site, deliveries will be scheduled and co-ordinated to ensure there is no disruption to the school during term time.

Our traffic management plan will ensure that deliveries arrive at the correct part of site at the correct time. Instructions explaining this will be sent to all suppliers and contractors.

Best practicable means, as defined in section 72 of CoPA 1974, will be employed at all times and in all areas to minimise noise and vibration emissions from the works. The relevant recommendations for the control of noise and vibration on construction and open sites in the approved Code of Practice BS5228 will be adopted.

We will encourage use of public transport to minimise parking on site. We will consider limited parking on site for trades during the construction to limit inconvenience to residents.

Control of air / dust pollution

Air pollution and excessive levels of dust on site can cause health and safety risks and a great nuisance to neighbours. We will:

- Use water spraying to reduce dust during dry weather, in particular at the demolition stage
- Ensure all grinders and cutters are fitted with dust suppression systems
- Ensure skips are covered when removed from site to the transfer station for recycling



- Ensure that all sub-contractors' method statements clearly identify, and have measures in place, to manage and negate air pollution and dust creation

Supply Chain Management

As part of our supply chain selection process, we will have service level agreements with our subcontractors to take responsibility for minimising the impact of their works, which will be supervised by our site management team.

We are committed to using local suppliers and have already developed robust relationships with them. This means that they are already well versed with our policies and procedures for minimising disruption.

We will seek to ensure we engage with local residents and will insist that our supply chain priorities employment of local residents. We have case studies on other projects in London where over 30% of site operatives came from within 5 miles of the project and over 50% came from within 10 miles of the project. This allows us to demonstrate to local communities that we prioritise our social value responsibilities and will engage and prioritise the adjoining neighbours to ensure they see the development as a positive impact that will provide opportunity.

Regular Updates

Our site management team will ensure effective / early communication at all times with residents keeping them fully informed of the progress and access / egress routes. Traffic marshals will be employed to ensure the smooth transition of deliveries and diversion for both pedestrian and vehicular routes.

The dedicated Resident Liaison Officer will engage with the community to ensure any special needs / requirements are considered, i.e. visitors and deliveries to neighbouring businesses; deliveries to the estate among refuse collections and parking needs. The RLO will offer dedicated times for drop in sessions run at Ham Close, and can offer similar sessions at RHP's offices if required, alongside e-mail and telephone correspondence to suit.

We understand that the ongoing communication on site is vital to the success of the project in particular at the pre-start and set up stages. We can either produce our own newsletter, or contribute to the existing Ham Close newsletter. Our resident liaison team will work with our site management team and the RHP Regeneration Team to ensure timely and accurate information. Our newsletter will include contact details and links to our social media and website pages dedicated to the regeneration, as well as invites to any upcoming meetings and events. The newsletter and communication will be for all new residents who have moved into early phases, to keep them informed of potential disruption arising from future phases.

Should any issues or complaints arise we have in place a robust procedure (part of our ISO 9001 procedures) for successfully resolving these as quickly as possible. Our teams are empowered to resolve this and our dedicated resident liaison officer will provide updates accordingly:

- Individuals can raise a complaint through whatever channel best suits them



- All contacts, including complaints will be logged (ensuring any recurring issues are identified)
- We will ensure consistency with RHP's own complaints procedure

Considerate Constructors Scheme (CCS)

Hill is a member of the CCS and we manage all work in line with the Code of Considerate Practice. Achieving high CCS scores forms part of our KPIs and 50% of our sites achieve 40 points or above. We register all sites with the CCS and will, therefore, be monitored and independently assessed under this scheme.

Site security will be monitored via CCTV or security guard during demolition and construction.

Construction Methodology

We will also implement the following in order to reduce disruption in terms of congestion, air quality and road safety:

- We will optimise off site manufacturing
- We will engage with highways during the planning stage in order to establish off site lorry holding areas which will reduce project related congestion
- We will implement stringent logistics planning and will appoint a manager who will be responsible for the early implementation of the offsite lorry holding area. The manager will also attend any monthly community liaison meetings to update local business and residents on the activities being undertaken on the project and will be able to respond and act upon any concerns raised.
- We will implement a waste reduction strategy which will ensure we work with our supply chain and waste removal specialist to a) reduce the amount of unnecessary waste being delivered to the project and b) ensure we implement effective ways of removing waste from site.

Soil will be excavated and stored in designated stock piles within the construction demise. All stock piles will be battered and protected in line with safety guidelines. This will be covered within our groundworks specific RAMS which we would be happy to make available to RHP at the appropriate time.

Site Presentation

We maintain high standards of presentation at all times. A member of the Hill management team will walk the site perimeter daily and weekly hoarding and site perimeter checks will be recorded. Any issues picked up on daily or weekly inspections will be dealt with as a matter of urgency and labourers will be employed on site to complete daily litter picks as and when required. Gatemens will be positioned at site entrance / exits and will ensure the access routes and public roads are kept clean at all times.

Appendix 10
Social Value Offer



Ham Close – Social Value Offer

Hill appreciates that financial contributions as well as commitment to local spend, labour and training must meet RHP's Social Value Priorities, in particular:

Better Communities

Building partnerships between local service providers and between local services and residents, to find new ways of providing services that are more finely tailored to individual, community and local needs

Apprenticeships

Hill is a proud member of the 5% Club, working with our supply chain to commit to 5% of staff being apprentices recruited from local areas.

Management Trainee Programme

Our programme enables trainees to gain critical industry skills whilst being paid a competitive salary and working towards a fully funded BSc (Hons.) degree. Despite the current economic uncertainties we still welcomed a record 26 new trainees this September and we will promote this opportunity to young residents of Ham Close and the local area. We will commit to attending local schools and colleges to publicise the scheme and guarantee an interview to every RHP resident who meets our criteria. The success of our management trainee programme has been recognised with awards including Best Training Initiative at the Housebuilder Awards.

Hard to reach groups and NEETs

Hill leads the sector in delivering training opportunities: 18% of our staff are now made up of apprentices, sponsored students and graduates. We will offer to Ham Close resident skills classes, work placements to improve employability, mentoring and CV/interviewing workshops to become job ready. We will also offer informal Hill office and site tours to help reduce the perceived barriers people may experience having been out of employment long term, rebuilding confidence, improving their chances of getting an apprenticeship or other job.

At Ham Close we will work with RHP's Employment and Training Adviser to provide placements, mentoring and skills workshops to NEETs.

Adapting training during Covid-19

During Covid-19 we have quickly adapted our training and mentoring programmes to ensure participants continue to gain advice, guidance and training during lockdown via platforms such as Facebook Live, Teams and Zoom. For example the L1 Health and Safety in the Construction Environment learning being adapted to be delivered via online tutor led sessions, so women on the WiC programme could continue their work towards obtaining their CSCS cards.

Women into Construction (WiC)

Hill is recognised as a platinum member of Women into Construction (Wic) and we are passionate about addressing the gender imbalance in the construction industry. This will include a series of



dedicated workshops and events for local women to support them through a career in construction. We will build this around local need but would envisage paid work placements, coaching and mentoring form part of our proposals.

Work placements

We will network with Ham Youth Centre and local schools including Grey Court School and The Kingston Academy to provide onsite work placements (minimum of two). Last summer we provided two work placements in civil engineering and quantity surveying at our New Union Wharf estate site.

Making sure that everyone has a fair say

We propose One Planet Living as an all-encompassing approach to sustainability, enabling practical delivery, future monitoring and measurement, utilises 10 principles as an easy to understand process for engaging with the community from the health & Wellbeing of Residents, through to the local economy and zero carbon.

Support local economies in the areas we work

We prioritise locally sourced labour, materials and services. Local labour is required by all our subcontractors and monitored throughout delivery. We are a partner of choice for our suppliers, and during the pandemic we have increased support with flexible and weekly payments, increased guidance to produce new procedures that adhere to the government's requirements regarding social distancing, and increased communication to provide reassurance. This is in addition to our usual access to Hill training and support with policy development (e.g. Constructionline).

Measure the impact of our activities

Our ISO 9001 systems have been tested over time to ensure robustness in capturing key reporting data and we can adapt the reporting to our partners preferred method (HACT/Social Value Portal etc)

Commit to protecting our local environment

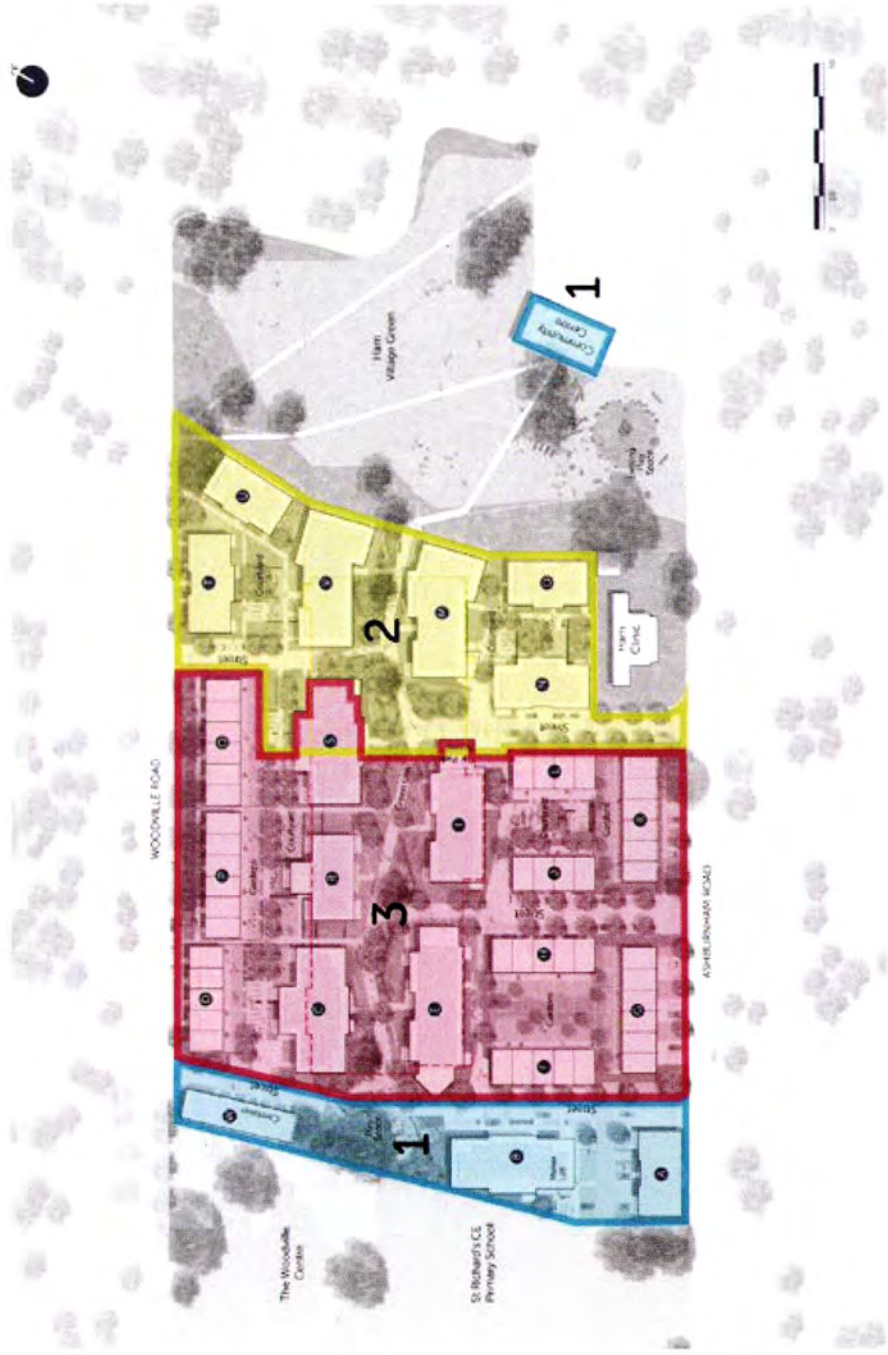
Through minimising waste and energy consumption and using resources efficiently.

Social Value Steering Group

RHP will form a steering group to include Hill and the Council to discuss ways in which Social Value contributions from the project or generated through other avenues may be spent on projects in the local area.

Appendix 11
Phasing Plan

Hill Phase Plan



Phases

Our masterplan phasing strategy has been carefully considered to achieve a 3 phase regeneration of Ham Close. We can rehouse all residents in the first two phases employing a single move based on the existing housing mix. This is achieved by early delivery of the community centre to unlock development land for phase 2. The three phases will minimise disruption for residents throughout the regeneration and the simple arrangement of phases allow for clear temporary boundaries to be formed. The basement will be constructed in two halves across phases 2 and 3, with access unimpeded during the construction of phase 3.

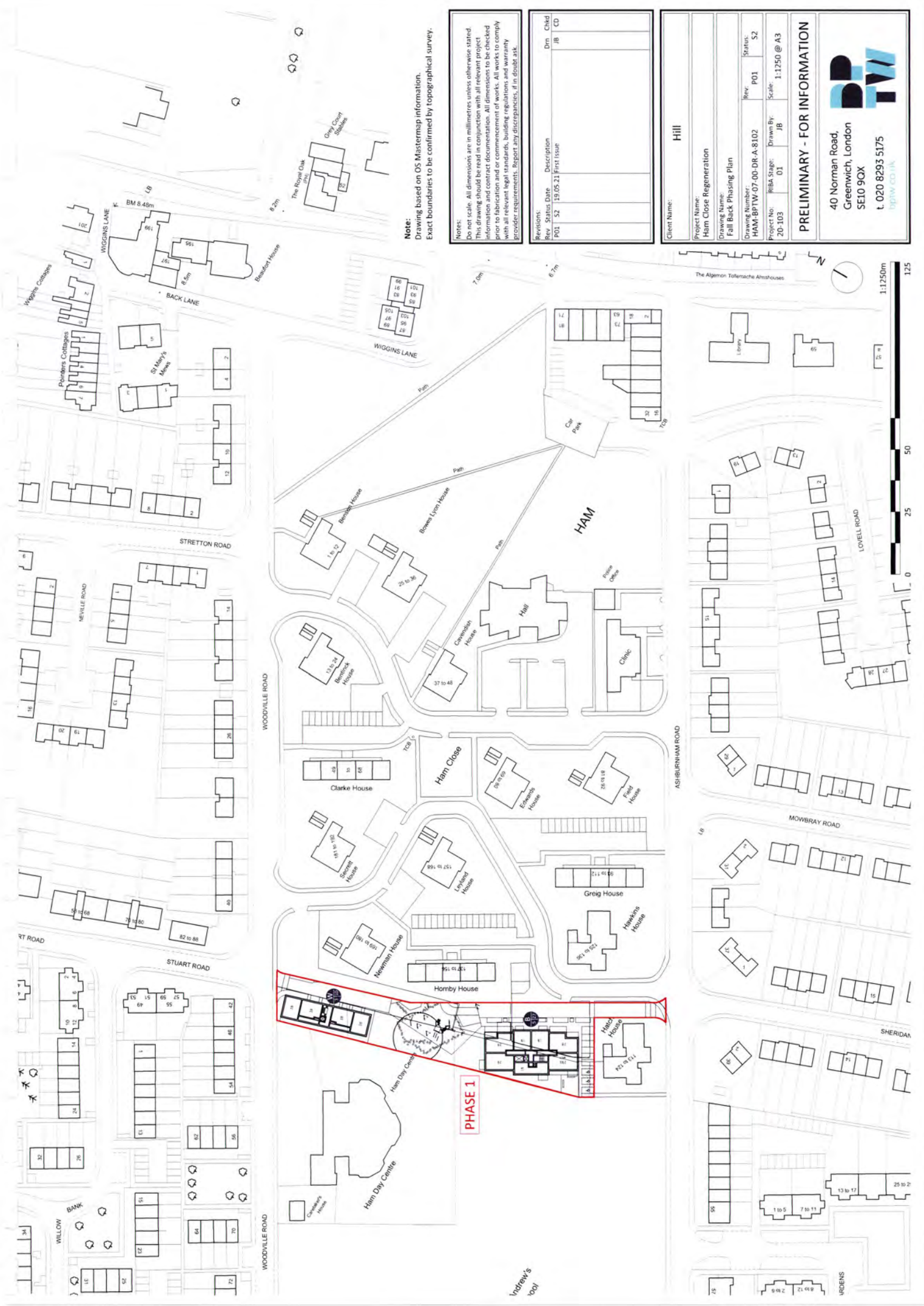


Tenure

Tenure distribution has been meticulously planned across the phases to achieve the required single-move decant strategy alongside a fair and equal distribution of tenures. Tenure blind design will ensure that the tenure of the buildings are indistinguishable and an equal proportion of private and affordable homes will benefit from the outlook over Ham Village Green. Mixed tenures in one building are separated by floors and will share a common entrance.



Plan B
Hatch House



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.

Revisions:	Rev	Status	Date	Description	Drn	Chkd
	P01	S2	15.05.21	First Issue		JB CD

Client Name: Hill

Project Name: Ham Close Regeneration

Drawing Name: Fall Back Phasing Plan

Drawing Number: HAM-BPTW-07-00-DR-A-8.102

Project No: 20-103

Revisions: Rev: P01 Status: S2

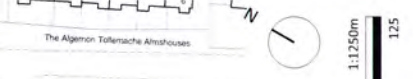
Scale: 1:1250 @ A3

Drawn By: JB

Scale: 1:1250 @ A3

PRELIMINARY - FOR INFORMATION

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

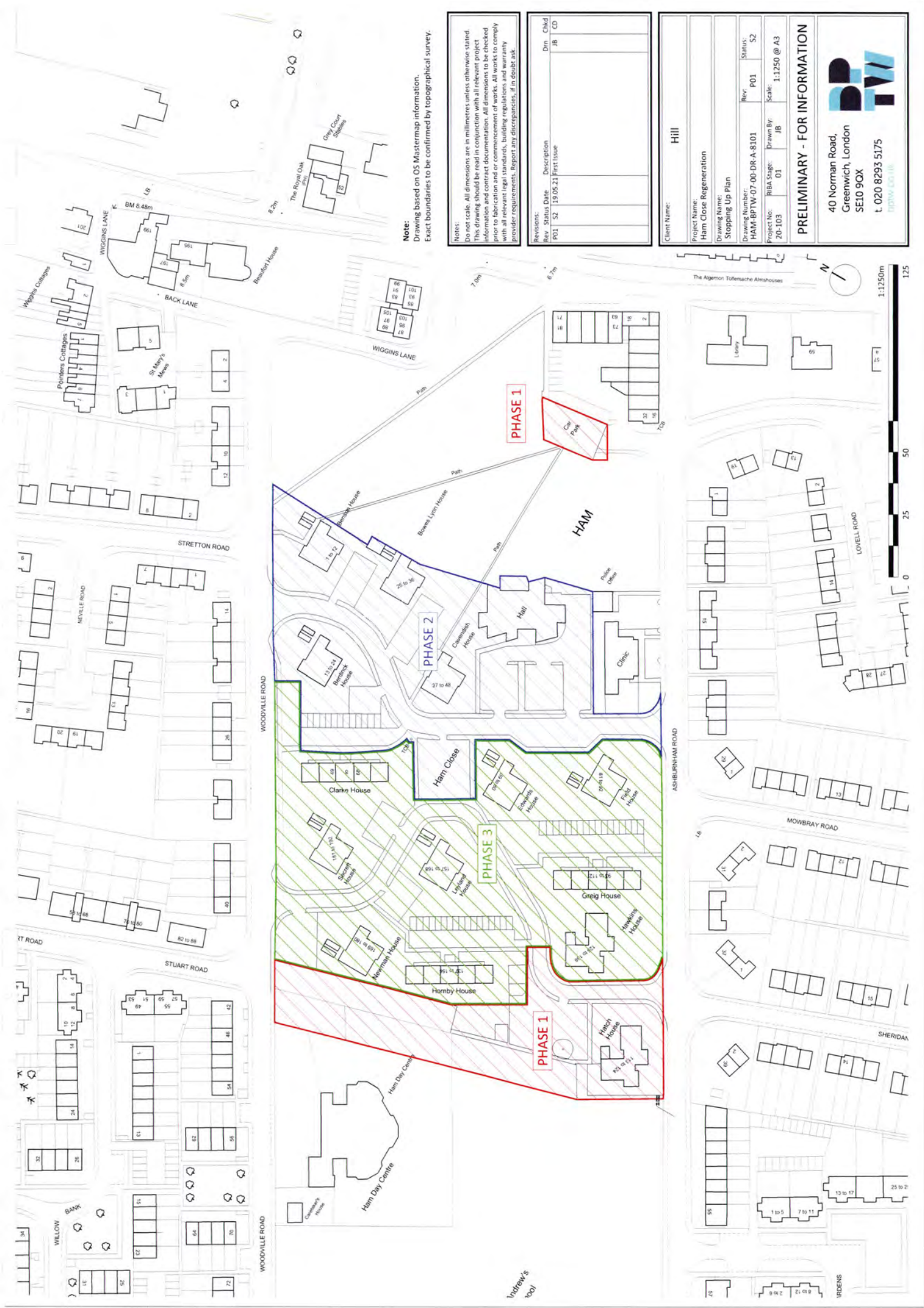


PHASE 1

Andrew's Pool

WIGGINS

Appendix 12
Stopping Up Plan



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.

Revisions:	Rev	Status	Date	Description	Drm	Clnd
	P01	S2	19.05.21	First Issue	JB	CD

Client Name:		Hill
Project Name:		Ham Close Regeneration
Drawing Name:		Stopping Up Plan
Drawing Number:	HAM-BPTW-07-00-DR-A-8101	Rev: P01 S2
Project No:	20-103	Scale: 1:1250 @ A3
RIBA Stage:	01	Drawn By: JB

PRELIMINARY - FOR INFORMATION

40 Norman Road,
 Greenwich, London
 SE10 9GX
 t 020 8293 5175
www.dpw.co.uk



1:1250m



0 25 50 125

Indraw's
 1001

Appendix 13
Option Properties

Ham Buybacks 23rd August 2021

Key

Green – purchased

Amber – terms agreed

Red - other



Purchased to Date

	Address	Beds
1 x	Bentinck House	2
1 x	Bowes Lyon House	2
3 x	Cavendish House	2
2 x	Clarke House	1
1 x	Edwards House	5
1 x	Edwards House	3
2 x	Field House	2
1 x	Greig House	1
5 x	Hornby House	1
1 x	Newman House	2
1 x	Secrett House	2

Appendix 14
Deed of Variation to Lease



dated

20[]

Richmond Housing Partnership Limited

and

[]

Deed of Variation

in relation to a building lease dated [] of land at Ham Close London

Deed of variation

Trowers & Hamlin LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

Draft 1 15 January 2021

trowers & hamlin

dated

20[]

Parties

- (1) **Richmond Housing Partnership Limited** an Registered Provider registered with the regulator with registration number L4279 and a community benefit society number 30930 whose registered office is at 8 Waldegrave Road Teddington TW11 8ET (the **Landlord**); and
- (3) [] (company registration number []) whose registered office is at [](the **Tenant**).

Introduction

- (A) The Landlord and the Tenant entered into a building lease dated [] in respect of land at Ham Close London (the **Lease**).
- (B) The parties have agreed that the Lease shall be varied to remove the provisions that relate to construction and development on the Property.
- (C) The Lease is registered with the Land Registry under title number [].
- (D) The parties have agreed to enter into this Deed of Variation to record the changes to the Lease with effect from today until the end of the term.

Now it is Agreed as follows:

1 Definitions and Interpretation

- 1.1 The definitions and provisions as to interpretation in the Lease apply in this Deed unless expressly stated to the contrary.
- 1.2 The rule of interpretation set out in the Lease shall apply to this Deed.
- 1.3 **Redline Lease** means the lease at Appendix 1
- 1.4 **Varied Lease** means the lease at Appendix 2

2 Variation

- 2.1 The Landlord and Tenant hereby agree that the Lease shall be varied with immediate effect by (a) the insertion of the text which is underlined in the Redlined Lease and (b) by the deletion of the text which is deleted in the Redlined Lease and shall be henceforth be read and construed accordingly.
- 2.2 The Landlord and Tenant hereby agree that the Lease, once varied, shall be in the form of the Varied Lease

3 **Continuance of Lease**

Save as varied in this Deed the Lease shall continue in full force and effect and the Landlord and Tenant agree that the Lease incorporates the provisions of the Redlined Lease and the Varied Lease from the date hereof be the definitive version of the Lease as hereby varied for all purposes.

4 **Registration**

The Tenant shall apply to HM Land Registry to make the necessary entries in the registers of the Landlord's title and the Tenant's title to give effect to the variations in this deed and the Landlord consents to the Tenant's application in relation to the Landlord's title. The Tenant shall notify the Landlord as soon as reasonably practicable when the applications have been completed.

5 **No surrender and re-grant**

This deed is not intended to surrender the Lease or grant a new lease.

6 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Deed confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 **Charity clause**

The Landlord, Richmond Housing Partnership Limited is an exempt charity.

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

Executed as a deed by affixing the Common Seal)
of **Richmond Housing Partnership Limited**)
)

Authorised signatory

Authorised signatory

Executed as a deed by affixing the Common Seal)
of [] **LLP**)
in the presence of:)

Member

Member

Appendix 1
Redlined Lease

Appendix 2
Varied Lease



dated

20[]

Richmond Housing Partnership Limited

and

[] LLP

Lease

in relation to land at Ham Close

[DN 1: Drafting will need to be included to cover CHP arrangements and any other issues to come out of planning]

[DN 2: Phasing and specific rights will need to be considered]

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Contents

1	Definitions and interpretation	1
2	Demise	4
3	Tenant's covenants	4
	3.1 Rent	4
	3.2 Outgoings	4
	3.3 Estate Service Charge	5
	3.4 Interest	5
	3.5 Repair	5
	3.6 Notices to repair	5
	3.7 Yield up	5
	3.8 Alienation	5
	3.9 User	6
	3.10 Alterations	7
	3.11 Title covenants	7
	3.12 Estate Regulations	7
	3.13 Planning Matters	7
	3.14 Statutory Requirements	7
	3.15 Pay Fees	7
	3.16 Notices of damage	8
4	Landlord's covenants	8
5	Miscellaneous	9
6	Insurance	10
7	Forfeiture	10
8	Value Added Tax	11
9	Contracts (Rights of Third Parties) Act 1999	11
10	Law and jurisdiction	11
11	Service of notices	11
	Schedule 1 - Easements, rights and privileges	12
	Schedule 2 - Exceptions and reservations	15
	Schedule 3 - Estate Services	16
	Part 1 - Estate Service Charge	16
	Part 2 - The Estate Services	18
	Part 3 - The Estate Service Charge Costs	20
	Schedule 4 - Estate Regulations	22
	Appendix 1 - Plan of Property	26
	Appendix 2 - Estate Plan	27

Deleted: Appendix 3 28¶ 3A - Agreed form of Unit Lease 28¶ 3B - Agreed form of Unit Transfer 29¶
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HM Land Registry

Prescribed clauses

LR1	Date of Lease	
LR2	Title number(s)	
LR2.1	Landlord's title number(s) []	
LR2.2	Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>	
LR3	Parties to this Lease <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom, including any prefix.</i>	
	Landlord:	Richmond Housing Partnership Limited a Registered Provider registered with the Regulator 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) whose registered office is at 8 Waldegrave Road, Teddington TW11 8ET
	Tenant:	[] LLP (company registration number []) whose registered office is at []
	Other parties: <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>	
LR4	Property <i>Insert a full description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this Lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this Lease and any floor levels must be specified. In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.</i> As defined in clause 1.1 of this Lease	

LR5	<p>Prescribed statements etc.</p> <p><i>If this Lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this Lease.</i></p>
LR5.1	<p>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>The Property is held by Richmond Housing Partnership Limited an exempt charity.</p>
LR5.2	<p>This Lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967, Housing Act 1985, Housing Act 1988 or Housing Act 1996</p> <p>Not applicable</p>
LR6	<p>Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> <p>The term as specified in this Lease at clause 1.1</p>
LR7	<p>Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p> <p>£[]</p>
LR8	<p>Prohibitions or restrictions on disposing of this Lease</p> <p><i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i></p> <p>See clause 3.8</p>
LR9	<p>Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p>
LR9.1	<p>Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p>
LR9.2	<p>Tenant's covenant to (or offer to) surrender this Lease</p>
LR9.3	<p>Landlord's contractual rights to acquire this Lease</p> <p>None</p>

LR10	<p>Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p> <p>None</p>
LR11	<p>Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the easements.</i></p>
LR11.1	<p>Easements granted by this Lease for the benefit of the Property</p> <p>See Schedule 1</p>
LR11.2	<p>Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Schedule 2</p>
LR12	<p>Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the rentcharge.</i></p> <p>None</p>
LR13	<p>Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p> <p>The parties hereto hereby apply to HM Land Registry for entry in the Proprietorship Register of the leasehold title to the Property of the following restriction:</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge (not being a charge registered before the entry or this restriction) is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.8.1(b) of the registered lease have been complied with or do not apply"</p>
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p> <p>None</p>

Lease

dated 2020

Parties

- (1) **Richmond Housing Partnership Limited** a Registered Provider registered with the Regulator 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) whose registered office is at 8 Waldegrave Road, Teddington TW11 8ET (the **Landlord**); and
- (2) [] **LLP** (company registration number []) whose registered office is at [] (the **Tenant**).

Agreed terms

1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this Lease:

1995 Act means the Landlord and Tenant (Covenants) Act 1995;

Account Date means 31 March in each year of the Term or such other date or dates in each year of the Term as the Landlord may by notice to the Tenant stipulate (but never more than once in any calendar year);

Annual Rent means a peppercorn annually, if demanded;

Conducting Media means gutters, pipes, wires, cables, sewers, ducts, drains, mains, channels, conduits, flues and any other medium for the transmission of Supplies;

Estate means all that freehold land within the ownership of the Landlord and registered under title numbers NGL252045, NGL340887 and NGL464365 as shown edged red on the plan annexed at Appendix 2;

Estate Common Parts means the access roads, footpaths, entrances, passages, *[DN: to be confirmed once places are finalised]* [refuse store], [cycle stores/designated cycle parking areas], [children play areas], [car park], door entry systems, [and gardens/amenity areas] and any other or further parts of the Estate designated from time to time by the Landlord to be enjoyed or used by the owners or occupiers of the Property in common with all other owners and occupiers of other parts of the Estate;

Estate Regulations means the regulations in respect of the use of the Estate the current form of which are set out in the Schedule 4 and any reasonable addition to or variation of the Estate Regulations notice of which shall be given to the Tenant and which the Landlord may (acting in accordance with the principles of good estate management) reasonably deem necessary for the safety, care and cleanliness of the Estate and for securing the comfort and convenience of the owners and occupier of any Units and other Property on the Estate from time to time;

Estate Service Charge means the Fair Proportion of the Estate Service Charge Costs payable during any Estate Service Charge Period;

Estate Service Charge Costs means the costs set out in Part 3 of Schedule 3 but excluding the Excluded Costs;

Estate Service Charge Period means the period commencing on [insert date of Practical Completion] and expiring on the first Account Date that follows and thereafter the period from and excluding one Account Date up to and including the next Account Date;

Estate Services means the services in respect of the Estate Common Parts as set out in Part 3 of Schedule 3;

Estimated Estate Service Charge means the reasonable and proper estimate of the Estate Service Charge during and Estate Service Charge Period

Excluded Costs means the costs to be excluded from the Estate Service Charge identified as:

- (a) the costs of making good any damage caused to the Estate by any Insured Risks;
- (b) any expenditure covered by any policy or policies of insurance maintained by the Landlord to cover loss of the Estate Service Charge following damage by an Insured Risk;
- (c) any costs for which the Tenant or any other tenant or occupier of the Estate is individually responsible or for which a tenant would be responsible if any such parts of the Estate were let on similar terms to this Lease;
- (d) to the extent that the costs can be recovered from the relevant building contractor the cost of remedying any defects in the Estate which is attributable to defective design workmanship materials supervision or preparation of the site upon which the buildings on the Estate are constructed;

Fair Proportion means a fair and reasonable proportion attributable to the Property to be determined from time to time by the Surveyor having due regard to the ratio which the gross internal area of the Property bears to the total gross internal area of all the Estate but being weighted by such factors as the Surveyor acting in accordance with the principles of good estate management shall consider reasonable (including an obligation to consider the extent to which the Tenant benefits from the Estate Services) and taking into account any excessive use of any of the Estate Services attributable to the Property or any other parts of the Estate;

Full Reinstatement Cost means the amount representing the full cost (including demolition, site clearance and similar expenses, professional fees and expenses, the cost of any works required by statute and, where applicable, VAT) which would likely be incurred in connection with reinstating the Property in accordance with this Lease at the time when such reinstatement is likely to take place having regard to all relevant factors, including the time at which loss or damage may be sustained, any possible delay in the

commencement and execution of reinstatement works and any possible increases in building costs;

Insured Risks means fire, lightning, explosion, aircraft (including articles dropped from aircraft in peacetime), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes tanks and other apparatus, subsidence, heave, impact by road vehicles and/or such other risks as the relevant party placing such insurance shall from time to time in its reasonable discretion and acting in accordance with the principles of good estate management decide to insure against but in each case excluding any risk which is not available in the normal London insurance market at a reasonable premium and on reasonable terms;

Legislation means all Acts of Parliament and other public or local legislation having legal effect in the United Kingdom together with:

- (a) all secondary legislation made under that legislation including statutory instruments, rules, order, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation;
- (b) any European directive or regulations and rules having the force of law in the United Kingdom; and
- (c) any regulations, orders or bye-laws of any local or statutory authority having jurisdiction;

Planning Law means all Legislation and, to the extent they relate to the Property, planning permissions, statutory consents and agreements made under any Legislation relating to the development, use and occupation of land;

Planning Permission means the planning permission granted for the development of the Property;

Property means the land shown edged red on the plan at Appendix 1 to be demised to the Tenant and to include any additional land that the parties should agree to be included [DN: Tenant to provide plan based on phasing and Estate Plan];

Supplies means water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other like supplies and facilities;

Surveyor means any independent chartered surveyor or firm of chartered surveyors appointed by the Landlord to perform the functions of a surveyor for any purpose of this Lease;

Section means a sub phase of the Property comprising between [] and [] Units, as agreed by the parties from time to time (acting reasonably);

Term means the period of 250 years from the date of this Lease;

Units means an individual unit of residential accommodation within the Property or, as the case may be, within the Estate;

VAT means Value Added Tax or any equivalent or substituted tax;

Working Days means any day which is not a Saturday, a Sunday or a bank or public holiday in England and Wales; and

- 1.2 In this Lease except where the context does not apply the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.
- 1.3 Where the Tenant is more than one person all the conditions and obligations entered into by such persons shall be joint and several.
- 1.4 References to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof.
- 1.5 Each provision in this Lease is severable from the others; if any provision is or becomes unenforceable, the enforceability of other provisions is not affected.
- 1.6 The terms defined in section 28 1995 Act have the same meanings in this Lease, but 'Tenant' includes a person who has assigned this Lease by an excluded assignment (as defined in section 11 1995 Act).
- 1.7 The Schedules form part of this Lease.

2 **Demise**

In consideration of the Premium (receipt of which the Landlord hereby acknowledges) and the Annual Rent and the Tenant's covenants reserved and contained below the Landlord hereby demises the Property to the Tenant for the Term with full title guarantee together with the easements rights and privileges and other matters mentioned in Schedule 1 except and reserving the rights set out in Schedule 2 the Tenant yielding and paying:

- 2.1 firstly the Annual Rent (if demanded) annually in advance on 1 January in each year; and
 - 2.2 secondly by way of further rent the Estate Service Charge,
- in accordance with the provisions of clause 3.3.

3 **Tenant's covenants**

The Tenant hereby covenants with the Landlord as follows:

3.1 **Rent**

To pay the Rent on the days and in the manner as set out in this Lease.

3.2 **Outgoings**

- 3.2.1 To pay all rates taxes assessments duties charges impositions and outgoings which may at any time during the Term be assessed charged or imposed upon the Property or the owner or occupier in respect thereof (excluding any outgoings relating to the Landlord's reversionary interest in the Property) and to keep the Landlord indemnified in respect of all such rates taxes assessments duties charges impositions and outgoings.

3.2.2 Without prejudice to clause 3.2.1 above, to pay for electricity gas and water consumed on the Property including (without limitation) all charges for meters and standing charges.

3.2.3 To comply with all requirements and regulations of the respective supply authorities with regard to electricity water and gas installations and equipment in the Property insofar as they are not the responsibility of the Landlord.

3.3 Estate Service Charge

The Tenant hereby covenants with the Landlord to pay the Estate Service Charge as additional rent on the days and in the manner provided in Part 1 of Schedule 3 without any set off deduction or abatement whatsoever.

3.4 Interest

If the Annual Rent and the Estate Service Charge or any other sums due under this Lease shall not be paid within 21 days after becoming payable the same shall bear interest at 3% per annum above the base rate of the Royal Bank of Scotland plc for the time being in force.

3.5 Repair

At all times during the Term to ~~repair, maintain, cleanse and keep in good and substantial repair~~ the Property in ~~good working order and condition~~.

Deleted: a clean and tidy condition .

3.6 Notices to repair

3.6.1 The Tenant will permit the Landlord and all persons authorised by the Landlord during reasonable hours in the daytime to enter upon the Property to:

- (a) view the state of repair and condition of the same and to ascertain the defects and wants of reparation for which the Tenant is liable under the covenants and obligations on its part contained in this Lease; and
- (b) give or leave at the Property notice in writing to the Tenant of those defects and wants of reparation identified pursuant to clause 3.6.1(a).

3.6.2 The Landlord's right of access to the Property under clause 3.6.1 shall be exercised only upon the provision of reasonable prior written notice (being not less than 48 hours) save in the case of an emergency where no such notice shall be required.

3.7 Yield up

On the expiration or determination of the Term peaceably to yield up unto the Landlord the Property in a good state of repair and condition in accordance with the covenants by the Tenant herein contained.

3.8 Alienation

3.8.1 The Tenant may:

- (a) Not assign, mortgage or charge part only of the Property;
- (b) Not assign the whole of the Property unless simultaneously with such assignment the Tenant procures that the assignee entering into a direct deed of covenant in a form previously approved by the Landlord (such approval not to be unreasonably withheld or delayed) by which the assignee covenants with the Landlord to comply with all of the obligations on the part of the Tenant contained in this Lease until such time as this Lease is lawfully assigned by such assignee;
- (c) Not underlet the whole of the Property;
- (d) Not underlet part only of the Property save as envisaged under clause 3.8.2 or any underletting of infrastructure apparatus to a statutory undertaker;
- (e) Within one month next after any assignment or underletting (for a term of more than seven years) of the Tenant's estate or interest in the Property or any mortgage or charge of whole to produce to the Landlord a certified copy of the instrument of such assignment, underletting, mortgage or charge

3.8.2 ↘ The Tenant may underlet individual Units within such Section using its standard form plot lease from time to time which for the avoidance of doubt shall include appropriate service charge provisions having regard to this lease and shall provide for no more than £10 per annum ground rent (such plot lease to be in a form previously approved by the Landlord (such approval not to be unreasonably withheld or delayed))

Deleted: The Tenant may underlet individual Units within such Section using its standard form plot lease (subject to approval from the Landlord such approval not to be unreasonably withheld or delayed) from time to time which for the avoidance of doubt shall include appropriate service charge provisions having regard to this lease and shall provide for no more than £10 per annum ground rent.

3.9 LeaseUser

3.9.1 The Tenant shall:

- (a) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Property or any part thereof which may contravene any provision of Planning Law.
- (b) Not to use the Property or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction.
- (c) Not to commit or permit others (including other occupiers of the Property his or their visitors or licensees) to do or suffer to be done on the Property any act of thing which may be or becomes an actionable nuisance to the Landlord or to any other owner or occupier of any other part of the Estate or to any other person.
- (d) Use reasonable endeavours to procure that all persons residing at or visiting the Property comply with the Estate Regulations.

3.10 **Alterations**

Not to make any external or structural alterations or structural additions to the Property whatsoever unless authorised by Planning Law and without first having obtained the Landlord's prior written consent such consent not to be unreasonably withheld or delayed.

3.11 **Title covenants**

To comply on an indemnity basis only with all matters affecting the land in HM Land Registry title numbers [] as at [] insofar as they are still subsisting and relate to the Property and are capable of being enforced and to indemnify the Landlord against all costs, claims, actions or liability whatsoever arising from any breach by the Tenant of this obligation.

3.12 **Estate Regulations**

3.12.1 At all times during the Term to perform and observe the Estate Regulations **provided that** in the case of any conflict between any Estate Regulations and this Lease then the provisions of this Lease shall prevail.

3.12.2 The Tenant shall ensure that any lease tenancy agreement or licence to occupy any part of the Property obliges the undertenant/licensee to comply with the Estate Regulations and the Tenant shall take all appropriate action which the Landlord may reasonably request against any such undertenant/licensee in the event of any material breach of any of the Estate Regulations from time to time.

3.13 **Planning Matters**

At all times during the Term at the Tenant's expense to comply in all respects with Planning Law relating to the Property and to produce to the Landlord upon receipt of notice thereof any notice order or proposal made given or issued to the Tenant under or by virtue of Planning Law affecting or relating to the Property and at the request of the Landlord and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and keep indemnified the Landlord against all liability whatsoever in respect of such matters.

3.14 **Statutory Requirements**

The Tenant will at its own expense observe and comply or procure the compliance in all respects with the provisions and requirements of all Legislation so far as it relates to or affects the Property or the use of the Property.

3.15 **Pay Fees**

To pay all expenses (including legal costs and surveyors' fees) reasonably and properly incurred by the Landlord (but not for any vexatious notices or applications):

3.15.1 to the preparation and service of a notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;

3.15.2 to the preparation and service of all notices and schedules relating to wants of repair of the Property whether the same be served during or within three months after the expiration or sooner determination of the term hereby granted;

3.15.3 in respect of any application by the Tenant for any licence or consent of the Landlord required by this Lease including proper and reasonable legal costs and such aforementioned proper and reasonable surveyors' fees as shall have accrued when any licence or consent is lawfully refused or any application is withdrawn.

3.16 Notices of damage

3.16.1 In the event of all or any part of the Property being destroyed or damaged by any of the Insured Risks, the Tenant will give notice in writing thereof to the Landlord as soon as such destruction or damage shall come to the attention of the Tenant.

3.16.2 The Tenant will inform the Landlord immediately in writing of any defect in the Property which comes to the attention of the Tenant and which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing so as to comply with any duty imposed by common law or Legislation on the Landlord in favour of the Tenant or any other person.

4 Landlord's covenants

The Landlord hereby covenants with the Tenant:

4.1 that the Tenant paying the rents hereby reserved and observing and keeping the material covenants and agreements by the Tenant herein contained may peaceably hold and enjoy the Property during the Term without interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord or by title paramount;

4.2 to ensure that any lease tenancy agreement or licence to occupy any part of the Estate obliges the undertenant/licensee to comply with the Estate Regulations;

4.3 that if so requested by the Tenant or any of its undertenants the Landlord will take reasonable steps to enforce any covenants and the Estate Regulations against any other lessee of any part of the Estate subject to the Tenant indemnifying the Landlord against all proper and reasonable costs and expenses and providing such security in respect of those costs and expenses as the Landlord may reasonably require;

4.4 to pay the Estate Service Costs attributable to any other building (if any) on the Estate (excluding the Property);

4.5 to provide the Estate Services in accordance with the provisions of Schedule 3;

4.6 to use reasonable endeavours to ensure that throughout the Term the Estate Services are provided operated and managed in accordance with the principles of good estate management; and

4.7 to join (in a capacity as freehold landowner only) as party to any planning or infrastructure agreements that the Tenant reasonably requires in relation to the Property, subject to the Tenant indemnifying the Landlord in relation to any liability arising thereunder.

5 **Miscellaneous**

Provided always and it is hereby agreed as follows:

5.1 the operation of section 62 Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in Schedule 1;

5.2 the covenants in this Lease shall remain in full force notwithstanding that the Landlord shall have waived or released temporarily or permanently, revocably or irrevocably or otherwise howsoever a similar covenant or covenants affecting other lessees on the Landlord's property or adjoining or neighbouring Property for the time being belonging to the Landlord;

5.3 notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services set out in Parts 2, 3 and 4 of Schedule 3 by reason of necessary repair improvement or maintenance of any installations or apparatus or damage thereto or cause beyond the Landlord's reasonable control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or vandalism or labour disputes (whether or not with the Landlord) or industrial action or unavoidable shortage of fuel materials water or labour or anything covered by insurance **provided that** the Landlord shall take all adequate steps to remedy or make good the same as soon as practicable;

5.4 where the Tenant has agreed to indemnify the Landlord under this Lease, the Landlord shall:

5.4.1 give notice in writing of the claim to the Tenant as soon as reasonably practicable after receiving notice of the claim;

5.4.2 provide to the Tenant on reasonable request from time to time any information and documentation relating to the claim as may be reasonably required;

5.4.3 not make any settlement or compromise in relation to any claim without the prior consent in writing of the Tenant; and

5.4.4 give the Tenant reasonable opportunity (having regard to the circumstances then prevailing) to make representations to the Landlord in respect of the claim and the Landlord shall take proper and reasonable account of the representations;

5.5 any indemnity in respect of a claim by a third party will not apply to the extent that there is no legal liability on the part of the Landlord to pay any costs, damages, expenses, liabilities and losses claimed by the third party; and

5.6 this Lease does not impose any obligations on the Landlord except those expressly set out in this Lease.

6 Insurance

- 6.1 The Landlord shall insure the Property:
- 6.1.1 with reputable insurers;
 - 6.1.2 against loss or damage by the Insured Risks to its Full Reinstatement Cost;
 - 6.1.3 subject to usual exclusions, conditions, excesses and limitations; and
 - 6.1.4 noting the Tenant's interest on the policy.
- 6.2 The Landlord shall give the Tenant a copy of the policy, the current schedule of insurance and evidence of the payment of the last premium on request.
- 6.3 Following damage to the Property by an Insured Risk, the Landlord shall diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement costs for those purposes, and shall make good any deficiency in the proceeds of the insurance out of its own resources save for any excess stated in the agreed policy.
- 6.4 The Landlord shall use reasonable endeavours to ensure that reinstatement works are executed in a good and workmanlike manner, with good quality materials and in accordance with current good building practice.
- 6.5 If the Property is destroyed or damaged by any of the Insured Risks, the Landlord shall use reasonable endeavours to obtain any consents necessary to enable rebuilding, repair or reinstatement.
- 6.6 If for any reason where the Landlord and Tenant (both acting reasonably and in good faith) agree that such rebuilding shall be impossible so as to render the Property unfit for use and occupation and/or inaccessible the Landlord shall stand possessed of the insurance monies paid to it.

7 Forfeiture

- 7.1 Subject to clauses **Error! Reference source not found.** and 7.2 if there is:
- 7.1.1 a breach or non-observance or non-performance of any of the covenants on the part of the Tenant set out in this Lease which the Tenant has not rectified within a reasonable period of the Landlord bringing it to the attention of the Tenant in writing and citing this clause 7; or
- it shall be lawful for the Landlord to re-enter upon and take possession of the Property and all works and erections on the Property or any part of it in the name of the whole with power to hold and dispose thereof whereupon this Lease (except this clause 7 which shall remain in full force and effect) and everything herein contained shall absolutely cease determine and become void but without prejudice to any right of action or remedy which may have accrued to either party in respect of any antecedent breach of any of the covenants or provisions herein
- 7.2 The Landlord shall not exercise its right to re-enter the Property (or any part of them in the name of the whole) pursuant to clause 7.1 unless before commencing any proceedings it shall serve written notice of the same upon the Tenant and any chargee of the Property of

which the Landlord has received written notice (**Mortgagee**) and such notice shall clearly state:

7.2.1 the reason for the intended re-entry (**Event of Default**); and

7.2.2 a reasonable period being no less than 20 Working Days (**Remedy Period**) in which the Tenant or any Mortgagee shall be entitled to remedy that Event of Default,

and the Landlord shall take no further action prior to the expiry of the Remedy Period.

8 **Value Added Tax**

Subject to the Landlord providing the Tenant with a valid VAT invoice the Tenant will pay to the Landlord by way of additional rent VAT at the rate for the time being in force chargeable in respect of any payment made or other consideration provided by the Tenant under the terms of or in connection with this Lease and in every case where the Tenant covenants to pay an amount of money under this Lease such amount shall be regarded as being exclusive of all VAT which may from time to time be legally payable thereon.

9 **Contracts (Rights of Third Parties) Act 1999**

The Contracts (Right of Third Parties) Act 1999 shall not apply to this Lease and no person other than the parties to this Lease shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

10 **Law and jurisdiction**

10.1 This Lease shall be governed interpreted and construed in accordance with English law the parties give the courts of England exclusive jurisdiction to settle any dispute which may arise in connection with the validity effect interpretation or performance of or the legal relationships established by this Lease or otherwise arising in connection with this Lease.

10.2 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Lease being served on it in accordance with the provisions of this Lease relating to service of notices. Nothing contained in this Lease shall affect the right to serve process in any other manner permitted by law.

11 **Service of notices**

11.1 The provisions of section 196 Law of Property Act 1925 will apply to the service of any notices to be served under the provisions of this Lease.

11.2 A notice shall not be sufficiently served if sent by fax or email.

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

Easements, rights and privileges

- 1 Free and uninterrupted passage and running of Supplies from and to the Property through the Conducting Media (including television aerals) which now are or may at any time during the term hereby created be in or under or pass through the Estate or any part of either of them and which serve or are capable of serving the Property.
- 2 The right at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the adjoining or contiguous parts of the Estate for the purpose of executing repairs, maintenance, renewal or rebuilding to or upon the Property or to carry out alterations to the Property and so that all such works shall be done with despatch and that the Tenant shall make good all damage in carrying out such works to the other parts of the Estate to the reasonable satisfaction of the Landlord.
- 3 Subject to compliance with the Estate Regulations liberty for the Tenant and all persons authorised by the Tenant (in common with all others entitled to the like right) at all times by day or by night on foot (along any footpaths) and with or without vehicles (in respect of any roads only) to go pass and repass over and along the Estate Common Parts (to gain access to and egress from the Property and the adopted highway) Estate Common Parts and the Property designated from time to time for this purpose **provided** nevertheless that the Tenant shall not cause or authorise or permit the obstruction of the Estate Common Parts.
- 4 Subject to compliance with the Estate Regulations the right of way in common with the Landlord and others having a right for the Tenant and all persons authorised by the Tenant with or without vehicles over the Estate Common Parts designated from time to time for this purpose up to the surrounding adopted highways.
- 5 Subject to compliance with the Estate Regulations the right to any other facilities or amenities on the Estate Common Parts as are designated from time to time for use by the Tenant or other occupiers of the Estate in common **provided always** that nothing in this sub-clause shall operate to prevent the Landlord from providing additional facilities or amenities or reasonably withdrawing or amending any such facilities or amenities at any time provided the Landlord shall at all times act within the principles of good estate management.
- 6 The right to enforce the like covenants as are contained herein against the lessee for the time being of any other part of the Estate.
- 7 [The right to use the cycle stores shown hatched [] on the plan(s) annexed at Appendix 1 from time to time for the storage of cycles belonging to the Tenant or its undertenants.]
- 8 [The right (in common with the Landlord and all other persons similarly entitled) to access the designated bin stores on the Estate shown hatched [] on the plan(s) annexed at Appendix 1 for the purposes of depositing any rubbish from the Property in the said bin store for collection by the local authority on the relevant refuse collection day Provided That such rubbish is contained in bins or other appropriate receptacles ready for collection and that the Tenant shall comply with any proper regulations the Landlord may make and notify to the Tenant in respect of the use of the main bin store.]

- 9 The right of support and protection for the benefit of the Property as now or in the future is enjoyed from the Estate.
- 10 The right for the Tenant and all persons authorised by the Tenant to make extensions to and connections with the Conducting Media on through or under the Estate in accordance with an agreed method statement (which agreement shall not be unreasonably withheld or delayed) for all proper purposes with power to enter the Estate for such purposes and to cleanse empty execute repairs to and renew such Conducting Media upon giving 48 hours written notice (except in the case of emergency when no notice shall be required). The person exercising the right described in this paragraph shall make good and indemnify the Landlord against any damage or inconvenience caused and shall cause as little inconvenience as reasonably possible to the Landlord.
- 11 A right to install tower cranes upon such parts of the Estate as the Landlord shall approve (such approval not to be unreasonably withheld or delayed) required in connection with any works of construction, repair, maintenance and upon the Property and to oversail the Estate adjoining or in close proximity to the Property with the booms and/or counter booms of cranes **provided always** that the person exercising this right shall ensure that any such cranes are erected kept and subsequently dismantled in a good and workmanlike manner with all proper skill and care and in compliance with any statutory requirements imposed by law statutes statutory or public authority for the time being in force including all relevant health and safety regulations and requirements and must carry adequate insurance for third party and public liability with a reputable insurer in this regard and must keep the Landlord indemnified against all proper costs, claims, demands, damages, expenses, loss proceedings and liability whatsoever caused by or arising from the exercise of this right including (without prejudice to the generality of the foregoing) caused by anything falling on any person property or thing of any kind from any such crane or caused by the collapse of any such crane or any part of it **provided further** that the exercise of this right shall not materially adversely affect the use and enjoyment of any Property on the Estate and also that there shall be appropriate co-ordination between the Landlord and Tenant and their respective professionals if at any time there are to be works undertaken at the same time on the Property and nearby Estate Common Parts which necessitates each party erecting cranes on their respective areas in connection with such works.
- 12 The right to allow air vents in the buildings from time to time on the Property to expel air over the surrounding parts of the Estate (but not so as to cause an actionable nuisance) at any time for the purposes of ventilation of the buildings from time to time on the Property and any other reasonable purpose in connection with the use and enjoyment of the Property.
- 13 A right to oversail the Estate Common Parts with a window cleaning cradle erected on the buildings on the Property where such window cleaning cradle is needed to clean and/or maintain the external surfaces of the buildings erected on the Property.
- 14 [Subject always to the provisions of clause [redacted] of this Lease, a right to develop build and redevelop the Property in such manner as the Tenant shall think fit (and to allow or permit any third party to do so) notwithstanding any interference thereby occasioned to access of lights or air to the Estate and/or to the buildings from time to time erected thereon Provided That any such development is permitted under Planning Law and does not derogate from the rights reserved to the Landlord by this Lease.]
- 15 [Balcony use/overhang right]

- 16 [The right to use the car parking spaces edged [] on the plan(s) annexed at Appendix 1 subject to the following:
- 16.1 not to use any parking space otherwise than as a parking area for one domestic motor car or motorcycle in a taxed sound and roadworthy condition only and not for any other purpose and not to deposit any rubbish or refuse or other debris thereon;
- 16.2 not to park at any time on any part of the parking spaces any commercial vehicle exceeding 15 cwl (unladen weight) except where the same results from the temporary use of removal or delivery vans nor any vehicle in such manner as to obstruct the ready approach to any part of the Estate.]

[DN: to include any other necessary rights for the use and enjoyment of the Property as may be required following the grant of the Planning Permission for the final scheme]

Exceptions and reservations

- 1 Free and uninterrupted passage and running of Supplies in and through the Conducting Media (including television aerials) now existing or added later upon through or under the Property now or in the future intended for use by other parts of the Estate whether or not jointly with the Property.
- 2 All rights of light air and other easements and rights now or hereafter belonging to or enjoyed by the Property from or over any adjacent or neighbouring land or building.
- 3 The right to build or rebuild or alter any adjacent or neighbouring land or building now or hereafter belonging to the Landlord whether in possession or in reversion (and not hereby demised) at any time for any purpose provided that there shall be no interference with any rights granted by this Lease.
- 4 Support and protection for the benefit of the other parts of the Estate as now or in the future is enjoyed from the Property.
- 5 The right for the Landlord and their duly authorised servants or agents with or without workmen and others upon giving 48 hours' prior notice in writing (except in cases of emergency) to enter the Property to install and maintain in or upon the Property the meters and (if any) television receiving aerials cables or other similar apparatus for providing media services electric entry systems (if any) or similar apparatus.
- 6 The right from time to time for the Landlord and/or anybody authorised by them or their duly authorised officers or agents with or without workmen to enter upon the Property to provide additional facilities and services to be used in common by occupiers of the Estate or to reasonably alter divert stop-up or otherwise interfere with any rights specified in Schedule 1 hereto provided that reasonable alternative rights are or will be made available by the Landlord.
- 7 The right for the Landlord and its duly authorised servants or agents at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the Property for the purpose of effecting repairs to adjoining parts of the Estate or to carry out alterations thereto but so that any such repairs or alterations shall only be carried out where it is not reasonably practicable to do so without such entry being made and in all cases to be carried as soon as reasonably practicable causing as minimum inconvenience as possible with the intent of completing the works as soon as possible and the person exercising this right shall make good all damage caused in carrying out any work on the Property.

[DN: to include any other necessary exceptions and reservations for the use and enjoyment of the Estate as may be required following the grant of the Planning Permission for the final scheme]

{ TC "Schedule 3 - Estate Services " \11 }Schedule 3

Estate Services

{ TC "Part 1 - Estate Service Charge " \12 }Part 1

Estate Service Charge

- 1 The Estate Service Charge shall be paid as follows:
- 1.1 the Landlord shall deliver to the Tenant as soon as reasonably practicable before the commencement of each Estate Service Charge Period an estimate of the Estimated Estate Service Charge for the relevant Estate Service Charge Period and the Tenant shall, in respect of any completed Units, pay for each Estate Service Charge Period the Estimated Estate Service Charge by four equal instalments in advance on the usual quarter days; and
- 1.2 the Landlord shall within three months after each Account Date cause to be prepared and supplied to the Tenant an account showing the Estate Service Charge Costs and the Estate Service Charge for the Estate Service Charge Period ending on such date.
- 2 If the Estate Service Charge for any Estate Service Charge Period shall exceed the Estimated Estate Service Charge paid by the Tenant for that Estate Service Charge Period the amount of the excess shall be due within 14 days of written demand on the Tenant but if it shall be less the amount of the overpayment shall be credited to the Tenant against the next quarterly payment of Estimated Estate Service Charge.
- 3 If the Landlord does not demand an Estimated Estate Service Charge in respect of an Estate Service Charge Period then until further notice the Estimated Estate Service Charge for the previous Estate Service Charge Period shall continue to be paid by the Tenant on the usual quarter days as provided in paragraph 1.1 above.
- 4 If funds collected by way of advance payments of Estate Service Charge prove insufficient to meet an immediate liability the Landlord is to be entitled to borrow monies for the purpose of meeting such immediate liability from reputable banks at commercially competitive rates of interest and the interest payable on the borrowing shall be recoverable as an item of the Estate Service Charge Costs.
- 5 The Estimated Estate Service Charge shall consist of sums comprising the expenditure reasonably estimated by the Landlord or its managing agents as likely to be incurred in the forthcoming Estate Service Charge Period by the Landlord upon the matters specified in this Schedule together with a reasonable amount (ascertained in accordance with the principles of good estate management) as a reserve for or towards such of the matters as are specified in this Schedule as are likely to give rise to expenditure after such Estate Service Charge Period being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than a year (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Estate Service Charge shall not fluctuate unduly from year to year).
- 6 All sums paid to the Landlord as relates to the reserve referred to at paragraph 5 shall be held by the Landlord in a separate trust account for the Tenant and all other tenants contributing thereto until applied towards the matters referred to it at paragraph 5 and all

such sums shall only be so applied. Any interest on the sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve.

{ TC "Part 2 - The Estate Services" \12 }Part 2

The Estate Services

The provision from time to time of services in to or for the benefit of the Estate which without prejudice to such generality shall include the following essential services:

- 1 repairing maintaining and decorating treating cleaning and keeping free from and remedying all defects whatsoever and at the Landlord's discretion renewing rebuilding and replacing:
 - 1.1 such of the Conducting Media as may be enjoyed or used by the Estate (excluding those exclusively serving the Property); and
 - 1.2 the Estate Common Parts and including without limitation any plant or equipment on the Estate;
- 2 taking out and maintaining in force an effective insurance policy against:
 - 2.1 any and every liability of the Landlord for injury to or death of any person (including every agent servant and workman of the Landlord);
 - 2.2 damage to or destruction of the Estate;
 - 2.3 employer's liability;
 - 2.4 insurance against such injury death damage or destruction due to the act neglect default or misconduct of the agents servants or workmen of the Landlord employed in connection with the management and/or maintenance of the Estate Common Parts; and
 - 2.5 such further or other insurances in respect of or incidental to the Estate Common Parts as the Landlord shall from time to time deem necessary acting reasonably;
- 3 taking out and maintaining in force an effective insurance policy in compliance with the obligations on the Landlord at clause 7 of this Lease;
- 4 compliance with every notice regulation requirement or order of any competent or local or other authority or Legislation in respect of the Estate Common Parts;
- 5 taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any Legislation relating to the Estate Common Parts;
- 6 to the extent the Landlord deems it necessary or desirable to do so providing maintenance and when necessary replacing renewing or amending closed circuit television for Estate Common Parts (but not any other security systems) but excluding any entry phone system or other systems or services exclusively serving the Property;
- 7 the upkeep of and tending and stocking of:
 - 7.1 any landscaping on the Estate Common Parts; and
 - 7.2 floral and/or plant displays or areas within the Estate Common Parts;

- 8 providing such firefighting equipment, appliances and any other signs or notices required by the local Fire Officer or the insurers in respect of the Estate Common Parts and the cost of repair maintenance and renewal of the same; and
- 9 carrying out any other works or providing other services or facilities of any kind whatsoever which the Landlord may from time to time consider desirable (acting reasonably in accordance with the principles of good estate management) for the purpose of maintaining or improving the services or facilities on or for the Estate Common Parts.

The Estate Service Charge Costs

The Estate Service Charge Costs are all reasonable and proper costs properly incurred by the Landlord in the provision of the Estate Services including but without limitation:

- 1 to the extent the Landlord reasonably deems it necessary or desirable to do so employing staff (but not porters) for the Estate Common Parts either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Estate Common Parts and the provision of services to the Estate Common Parts and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including / without limitation contributions to an occupational pension scheme the payment of such insurance, health, pension, welfare and other contributions and premiums, industrial training, levies, redundancy and similar or ancillary payments that the Landlord may be required by Legislation or otherwise to pay or may in his absolute discretion deem necessary (acting reasonably) in respect of such staff and uniforms, working clothes, tools, machinery, two-way radios, appliances, office equipment, cleaning and other materials bins receptacles and other equipment for the proper performance of their duties provided that the Landlord shall obtain the Tenant's prior written approval to the employment of any such staff members (approval not to be unreasonably withheld or delayed);
- 2 the cost of rent rates telephone charges gas electricity and other incidental expenses of:
 - 2.1 any accommodation provided in the Estate or elsewhere for use by the persons employed in connection with the provision of any of the services to the Estate Common Parts; and
 - 2.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of any of the Estate Services,provided that the Landlord shall obtain the Tenant's prior written approval to any such costs;
- 3 all fuel and energy costs incurred in the provision or administration of the Estate Services;
- 4 all existing and future rates taxes charges duties impositions assessments and outgoings for the time being payable by the Landlord in respect of the Estate Common Parts;
- 5 the fair and reasonable fees of managing agents (if any) properly incurred for the general management of the Estate and for the collection of contributions to the Estate Service Charge Costs from all persons liable to pay the same (but not enforcement costs where any person fails to make such payment) provided that the total of such management fees, charges and expenses and commissions shall not exceed 10% of the Estate Service Charge;
- 6 the proportion of the costs attributable to the Estate of the expense of making supporting repairing renewing maintaining rebuilding cleansing or lighting all party and other walls fences roads paths gutters sewers drains or other structures services or facilities belonging to or used or enjoyed by the Estate in common with other property;
- 7 any irrecoverable value added tax borne by the Landlord in respect of the Estate Services;

- 8 such sums as the Landlord shall in the interests of good estate management reasonably consider necessary to retain by way of reserve fund in respect of works of repair, maintenance or renewal of the Estate Common Parts provided further that the Landlord reasonably anticipates that the sums will be expended on the item in question within the two Estate Service Charge Periods following that in which the sums are demanded;
- 9 the proper and reasonable costs of leasing, hiring or renting any item reasonably required for the purpose of carrying out any of the Estate Services;
- 10 the standing and other general charges for the supply of water to the Estate Common Parts; and
- 11 the payment of all charges, assessments and other outgoings (if any) payable by the Landlord in respect of all parts of the Estate Common Parts (other than those separately relating to the Property or other parts of the Estate).

Estate Regulations

- 1 No piano or other musical instruments, record player, television, wireless or other mechanical or electronic instrument for the reproduction of sound of any kind shall be played or used nor shall singing, shouting or talking be practised in the Property so as to cause an actionable nuisance to the owners and occupiers of the other parts of the Estate or so as to be audible outside the Property between the hours of 10 pm and 9 am and to pay all costs charges and expenses of abating any such nuisance howsoever caused.
- 2 No commercial vehicles, caravans, trailers, boats or similar large objects shall be brought onto any part of the Estate provided that the temporary parking of commercial vehicles in designated areas on the Estate for the delivery of goods and services to the Property shall not be a breach of this covenant.
- 3 Not to use or permit or knowingly permit anyone else to use any parking area or any space within the Estate for the purpose of parking any vehicle or for any other purpose whatsoever.
- 4 Unless the occupant is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, not to apply for or hold a permit to park a vehicle within the London Borough of Camden.
- 5 Not to apply for an on-street parking permit and/or a parking contract to park in any car park owned controlled or licenced by the London Borough of Richmond upon Thames as a result of or from ownership of the Property.
- 6 No obstruction or interference shall be made with the roads, footpaths or forecourts which forms part of the Estate so as to render them unfit for use.
- 7 Not to interfere (by physical act, noise, vibration or in any way) with the enjoyment and amenity of the other parts of the Estate.
- 8 Not to permit children to play or make noise on the Estate Common Parts so as to be a nuisance or annoyance to tenants or occupiers of the other parts of the Estate.
- 9 Not to allow any clothes, bedding, washing or other items whatsoever to be hung from any window, terrace, patio or balcony forming part of the Property other than in the area and on equipment provided specifically for the purpose either by the landlord or with the landlord's consent, and no mats shall be shaken or brushed out of the windows of the premises.
- 10 Not to store any plant, machinery, barbecues or other chattels or other items whatsoever (including (without limitation) trellis, fences, windbreaks, sheeting, flags, laundry lines, bird feeders, bird boxes and other wildlife homes) on any external terrace patio or balcony forming part of the Property apart from exterior tables and chairs and plant pots of good quality and state of repair.
- 11 Not to leave refuse anywhere on the Estate Common Parts other than in the areas reasonably specified for such purposes by the Landlord from time to time.

- 12 To use the bin store area provided for the sole purpose of disposal of rubbish and refuse which disposal must be in a considerate manner and to keep the same in a clean and tidy condition. All perishables to be in sealed containers.
- 13 Not to dispose or permit the disposal of dirt rubbish rags or any other refuse or objects out of the windows or doors of the Property nor by throwing them into the sinks or basins lavatories baths or cisterns or waste or soil pipes in the Property except via a waste disposal unit suitable for such purpose and to place refuse in the appropriate receptacles in the areas reasonably specified for such purposes by the Landlord from time to time. Forthwith to remove and clean up any litter graffiti or disorder which shall have been made by the occupiers, their family, servants, visitors or licensees on any hallways staircases passage in the Estate Common Parts.
- 14 To clean the windows of the Property when reasonably necessary.
- 15 Not to pick flowers anywhere on the Estate and not to cause damage to the grass trees shrubs or plants within the Estate Common Parts or anywhere else on the Estate.
- 16 Not to place or tamper with any box, pot planter, picture, notice or photograph or other like object (if any) in the Estate Common Parts.
- 17 Not to tamper with the Landlord's supply of services to the Building.
- 18 Not to bring into the Property any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Property or Estate or the occupants thereof.
- 19 Not to use or permit to be used such part of the Estate Common Parts as are from time to time laid out as gardens (if any) other than for normal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building nor shall any bicycles skates or skateboards be used or ridden at any time anywhere on the Estate Common Parts, nor shall cycling, rollerblading and skating (or similar pursuits) are absolutely prohibited on the Estate Common Parts.
- 20 Not to leave or deposit or permit to be left or deposited any bicycles, prams, push chairs, mobility scooters, or other wheeled vehicle or any goods, parcels, cases, refuse, litter or the like in the Estate Common Parts.
- 21 Ball games and barbecues are absolutely prohibited anywhere on the Estate Common Parts and no musical instruments are to be played or audio equipment is to be played out loud on the Estate Common Parts and no private parties are to be held anywhere on the Estate Common Parts unless any such private parties have been pre-authorised by the Landlord at its discretion. If such authorisation is given it shall also indicate if music is allowed and if so the type of music and any other requirements subject to which it is given.
- 22 No dog, cat, bird, reptile or other animal shall be allowed onto any of the Estate Common Parts without the Landlord's consent in its absolute discretion. Such consent to be revoked in the event of nuisance annoyance or complaints from other leaseholders on the Estate and the onus is on the Leaseholder to pay all costs in respect of obtaining the consent.

- 23 Not to put the Landlord in breach of covenants and obligations owed to the Energy Service Company.
- 24 [Not to use the use the cycle stores shown hatched [] on the plan(s) annexed at Appendix 1 other than for the storage of pedal cycles belonging to the Tenant undertenants or other occupiers of the Property.]
- 25 Not to use a Flat nor permit a Flat to be used for:
- 25.1 any purpose other than as a private residence in single occupation only; or
- 25.2 any purpose from which a nuisance can arise to the owners, lessees or occupiers of the Property or of the premises in the neighbourhood.
- 26 Not to do or permit to be done by any members of the Leaseholder's household or visitors any act or thing which may:
- 26.1 render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable;
- 26.2 cause or permit to be caused nuisance, annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to the neighbourhood;
- 26.3 result in any form of harassment or intimidation of any other person, including the Landlord's staff, contractors and agents; or
- 26.4 result in the use of the Property for any unlawful or immoral purpose.
- 27 Not to do or permit to be done anything which may cause obstruction in or interference with any of the service media serving the Property.
- 28 No external wireless or citizen band or television aerial or satellite dish or similar telecommunication transmission or reception apparatus or thing shall be erected by the Tenant or any sub-tenant in or on Property.
- 29 Not at any time to exercise or carry on or permit to be exercised or carried on in or upon the Property or any part thereof any trade or business whatsoever.
- 30 Not to fix any article to any part of the Property or outside the windows of the Property.
- 31 Not to cause or permit to be caused any damage to any part of the Property.
- 32 At all times when not in use to keep shut the entrance door of the Property and between the hours of 10 p.m. and 9 a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door(s) to the units are closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of the other units in the Property.
- 33 Not to permit children under the control of the Tenant to loiter or play in or about any entrance hall stairway lift lobby or corridor in the Property.
- 34 If the Property has direct access to a balcony or terrace or winter garden:

- 34.1 not to hang or expose clothes or other articles on the balcony / winter garden / terrace;
- 34.2 not to put any sign, plate, writing or drawing of any kind on any part of the balcony / winter garden / terrace so as to be seen from the outside;
- 34.3 to ensure that any items placed on the balcony / winter garden / terrace are secured and safe in adverse weather conditions;
- 34.4 not to cook or barbeque on the balcony / winter garden / terrace and not to store or keep any form of cooking equipment or flammable substances on the same;
- 34.5 not to keep a bicycle or motor bike on the balcony / winter garden / terrace;
- 34.6 not to throw or let fall any item from the balcony / winter garden / terrace;
- 34.7 not to store any item on the balcony / winter garden / terrace which would protrude above the height of the railings or balustrade;
- 34.8 to ensure that the balcony / winter garden / terrace is kept tidy, clear from debris and the drains unblocked;
- 34.9 to procure that all visitors to the Property, persons present with the Tenant's authority or the Tenant's families authority, comply with 34.1 to 34.8.
- 35 Not to do or suffer to be done any act or thing which may cause racial harassment as defined in Section 2 of the Race Relations Act 1976 to the owners, leaseholders or occupiers of the other premises in the neighbourhood.
- 36 To comply with and make all reasonable endeavours to ensure that all persons visiting the Property or any part of the Estate shall comply with Estate Regulations made by the Landlord who may from time to time make and publish for the detailed administration of the Estate or for maintaining the character and amenities thereof whether in relation to the Units and their occupation or to the Estate.
- 37 Not to interfere with or hinder the Landlord in the exercise of its rights under this Lease.
- 38 Not at any time to park on or obstruct the Estate Common Parts and where no parking space is identified not to park on any part of the Estate but it is hereby agreed that the parking of a delivery vehicle for a short period in order to make a delivery to the Property or any Unit within the Property for loading or unloading shall not be a breach of this paragraph.

[DN: to be finalised once the final planning for the development has been issued]

{ TC "Appendix 1 - Plan of Property" \11 }Appendix 1

Plan of Property

[to be agreed]

Deleted: { TC "Appendix 3" \1 }Appendix 3¶
{ TC "" \ MERGEFORMAT }3A - Agreed form of Unit
Lease ¶

Deleted: { TC "" \ MERGEFORMAT }3B - Agreed form of Unit Transfer]

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

Authorised signatory

Authorised signatory

Executed as a deed by affixing the Common Seal)
of [] **LLP**)
in the presence of:)

Member

Member

Appendix 15
Fire Strategy

Ham Close – Fire

Pre-Planning Consent

A consulting fire engineer will be appointed during the preparation of the planning application to review proposed designs to prepare a fire strategy and ensure that the submitted planning information complies with Part B of the Building Regulations 2019 edition incorporating 2020 amendments.

RHP's Fire Assessor will sign off the fire strategy for the site. Any measures required by the Fire Assessor that are above the requirements of Part B of the Building Regs then these will be at RHP cost.

Post Planning Consent

Allowance has been made for the development to comply with Part B of the Building Regulations 2019 edition incorporating 2020 amendments. Any requirements RHP have over and above this will be treated as a variation to the contract save for those items set out below.

RHP Fire Assessor signs off design at key stages (wall types, sprinkler design, M&E layouts and fire alarm system) – Any measures required by the Fire Assessor that are above the requirements of Part B of the Building Regs then these will be at RHP cost. **Information to be provided to RHP with sufficient time to allow the RHP Fire Assessor to review and sign off. RHP Fire Assessor will be allowed 4 weeks to provide comment on any technical submissions. If no comments or approval is received within this timeframe then the design submitted will be deemed approved.**

RHP Fire Assessor signs off key stages in construction, to be assessed against signed off drawings.

Sprinkler systems to be designed and installed in accordance with BS 9251:2014 to all homes within multi occupancy buildings regardless of height.

Where fire doors are noted on the fire strategy report in multi occupancy buildings the use of factory assembled door sets is mandatory.

A third party consultant will be appointed by Hill to assess the design, monitor construction and provide EWS-1 certification at PC.

Prior to handover, the following will occur:

- EWS1 form – At PC
- Confirmation of actions identified by RHP Fire Assessor in Fire Risk Assessment (relating to Hill's works) have been closed off
- Fire stopping schedule (photos and marked up drawings)
- Data sheets of fire stopping elements and test data

1. TECHNICAL APPRAISAL

in light of the recent result against redevelopment on the Juniper Crescent/ Gibbys Yard estate. Our strategy of planning the enabling works separately would partly mitigate any ballot delay, as it is not taking place on occupied land. In the event that a ballot does arise, we have recently secured a positive ballot outcome and can use that expertise to mitigate delays by giving the team the best opportunity to gain a favourable outcome at the first time of asking.

Local Support: We can uniquely use our team's considerable experience on the project. We have maintained a number of the design features which have secured buy in from residents and local stakeholders during previous consultation, whilst making some key changes which we feel address the key development objectives better than the baseline design. This gives credibility to our proposals and demonstrates knowledge of the community's needs and shows we can be trusted to take these into account. No other bidder can provide this. We also have a close working relationship with Newman Francis and this could be used to further strengthen understanding and show that those consultants previously involved see Hill as the best organisation to partner, further demonstrating confidence in our ability. This will save considerable time in garnering local support.

Maintaining support: Delivering new facilities (the community centre, MakerLab and caretaker

accommodation) during Phase 1 will garner favour amongst the regular users and with the Council. Quick wins are key to relations on a regeneration project and particularly relevant here considering redevelopment proposals have been awaited for a long time. Hill will drive progress to deliver tangible quality outcomes to maintain support and celebrate success together. We will communicate the positive benefits at the regular stakeholder meetings we will attend.

The early provision of the caretaker accommodation will provide a location from which they can continue to offer a crucial service for the residents of Ham Close. We will work with them during the planning stage to design the facility in a way which will provide the most comfort for them and support their day to day activities. This could include some additional welfare to support their ongoing wellbeing, such as exercise machines and shower facilities.

Fire Safety: Recent events have changed the way the industry designs and signs off buildings. Hill was an early adopter of significant change, with all of our apartment homes designed with sprinklers as a default as well as contributing to the knowledge share through the Housing Forum working group. We have introduced new procedures for documenting and photographing fire breaks as they are installed and utilised input from a fire consultants



at an early design stage to confirm travel distances in our blocks comply with regulations, and to confirm the basement has sufficient fire escapes. We have made allowance for specialist fire consultancy advice at pre-planning stage, which will address the proposed requirement in the draft Buildings Safety Bill for a buildings fire strategy to be signed off at the planning stage. This will mitigate against delays during the planning stage, either caused by redesigns or by delays in the permission being issued. During the construction phase, we will employ third party inspectors during construction to provide EWS-1 certification, so properties can be promptly sold and purchasers do not have problems with resales in the future.

As we highlighted at the recent resident event, immediately following Grenfell, Hill decided to install sprinklers across all of our apartment projects, whether or not regulations required them. This has led to our teams having significant experience in the detailed design of sprinkler systems, and a strong supply chain experience of delivering these systems.

Services: Working on an existing estate there are a significant number of existing utilities to accommodate usually in the most inappropriate locations when remodelling. The risk is disruption to these services, to keep existing homes supplied which are not due for demolition until later phases, as well as the usual risk of connecting new homes,

4. QUALITY AND DEFECTS APPROACH

Benchmarks and sampling: A shared vision for success is essential. We will hold a visioning workshop, consult with residents and develop a Promises and Commitments Charter to ensure all parties understand and agree what quality means. We know quality covers both the homes we provide and the service we deliver. We will undertake pilots, establish easily understandable benchmarks and utilise sample boards so as all stakeholders understand what excellent looks like.

Innovation and technology: We will, with your permission, provide dedicated information including photos, colour choices and other detailing of quality finished products on the MyRHP Facebook pages and the Ham Close website (we suggest secure residents-only areas), ensuring residents can access information in ways that best suit them.

Quality Management System: ISO 9001 quality management procedures instil a "right first time" approach throughout the construction lifecycle. We will establish quality benchmarks throughout the pre-construction period, setting the standard of work required to achieve zero defects at handover. Our ethos is 'inspect as we go', dealing with any snags there and then; we will build quality in rather than having to manage defects out.

4.1.2 Quality Control Plan

We will develop a project specific Quality Control Plan for Ham Close which details the specification, inspections and signoffs required at all stages. This

plan will be developed and signed off by RHP and ensures that the quality procedures are tailored to the construction methodology for Ham Close.

The purpose of this plan is to further our drive to eliminate errors and defects at the earliest opportunity, as it will set out from the very beginning the quality inspection checklists utilised (selected from 157 checklists) and frequency of inspections. Inspection checklists start from foundations through superstructure, external envelope, M&E with dedicated inspections on fire compartmentation. Once the plan has been populated, the specific quality inspection checklists are then linked to subcontractor packages.

Specification: We will hold a workshop with RHP to review the ERs, ensuring we work to an agreed specification and build process. This will cover buildability, product selection, warranties and whole life costs/benefits.

Innovation and technology: We know that RHP is leading the sector's drive to identify new and better methods of construction that reduce defects and enhance quality such as Modern Methods of Construction (MMC), including leading the National Housing Federations "Building Better" initiative. Hill is ideally placed to support this for Ham Close: we own a modular factory, and through our Foundation 200 Programme we are gifting 200 of our own fully modular, factory-built homes as homes for the homeless. We will apply our expertise

here to drive out quality issues through:

- Off-site manufacture of key parts
- Robust quality control protocols
- Sector-leading guarantees

We will share data from these with RHP to support your Building Better campaign.

Inspections: The Quality Control Plan covers inspection stages and weekly site reviews with subcontractors.

Innovation and technology: All inspections will be carried out electronically with photos and videos. This means we can provide data in real time to RHP (and residents if required).

Audits: We will employ CISQA to undertake independent quality audits and provide any guidance to the site team. As a registered NHBC company, the site will also receive independent third-party reviews of construction quality, conducted through NHBC's key stage inspection process.

Fire safety quality control

Inspections are carried out by both Hill and our accredited third party inspector partners Affinity Fire (a member of the Institute of Fire Engineers), they also provide an independent audit and review of our procedures. **Added Value: Our team also manages change control and the gathering of all 'Golden Thread' information to be handed over to the building owner / manager under Regulation 38 / Regulatory Reform Order (RRO).**

Innovation and technology: Inspections are recorded electronically and incorporate photographs. These will be filed centrally in

the Contract Quality Plan for the project, in a dedicated Regulation 38 / (RRO) folder. These forms will be countersigned by both our supply chain partner and project manager. Documentation will also be audited by our specialist fire consultant.

4.2 HOW WE WILL ENSURE DEFECTS WILL BE MINIMISED AT HAM CLOSE

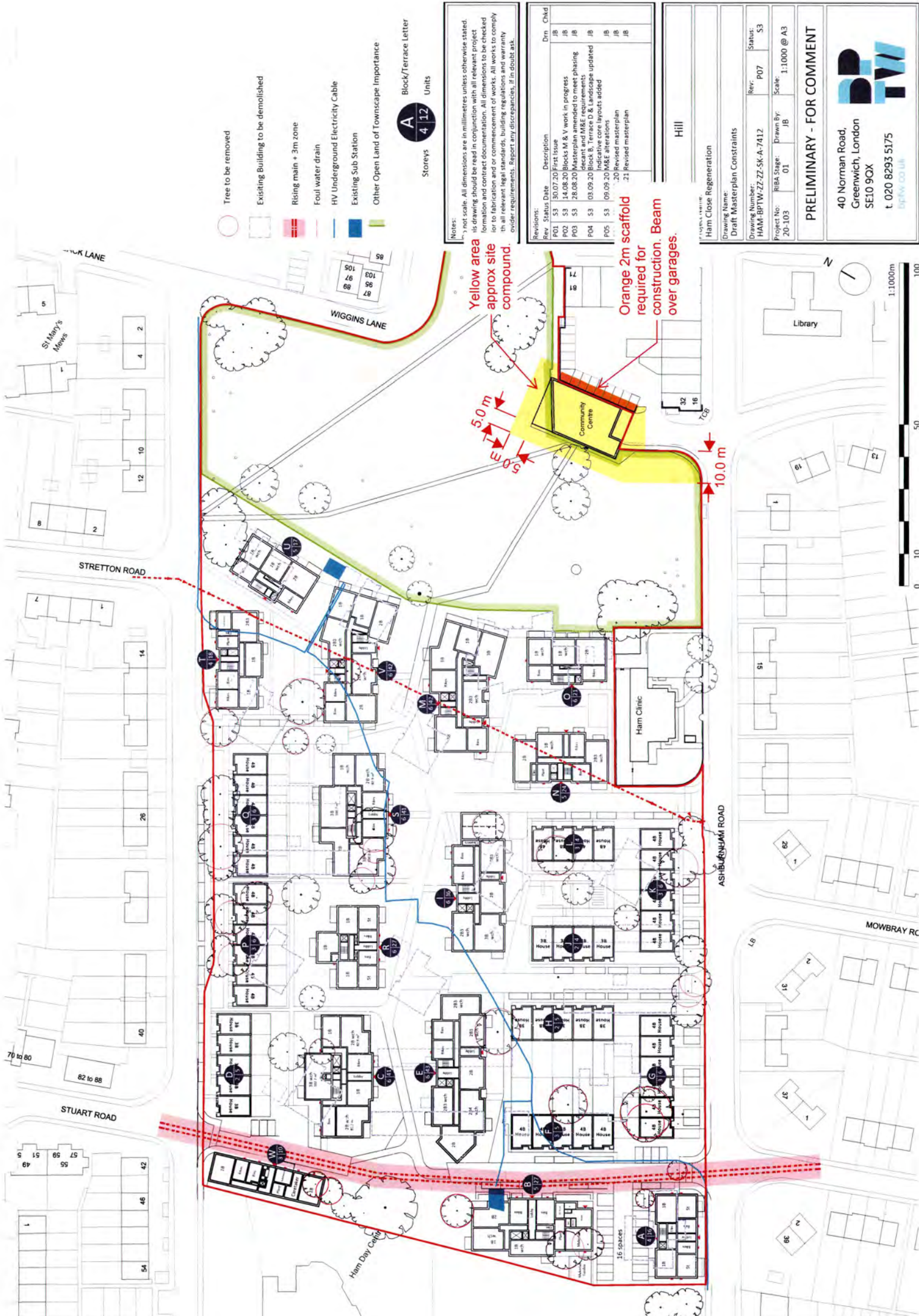
Using a combination of tried and tested processes alongside innovation and technology, we provide dynamic quality controls, suited to Ham Close. Materials and products used for critical functions are all assessed by an appropriate independent technical approvals body or approved by NHBC. We adopt a proactive approach to defect mitigation by identifying and taking steps to prevent the occurrence of defects in the first place. We are proactive managing quality during the preconstruction and delivery stage to aim for zero defects at handover.

Our procedures are digitised which means we can identify any trends and avoid recurrence. Targeted training and technical bulletins are used to ensure that we gain the maximum benefit from our learned experiences.

We have created our Final Inspection and Commissioning Checklist (FICC) (overleaf), which is our robust final inspection process and will minimise defects at Ham Close. The FICC will be carried out by both the site manager and project manager as a final detailed inspection (with photos) of a home, including re-testing of M&E



Appendix 16
CF Curtilage Plan



- Tree to be removed
- Existing Building to be demolished
- Rising main + 3m zone
- Foul water drain
- HV Underground Electricity Cable
- Existing Sub Station
- Other Open Land of Townscape Importance

A Block/Terrace Letter
4 | 12 Units
 Stores

Notes:
 1) Not scale. All dimensions are in millimetres unless otherwise stated.
 2) This drawing should be read in conjunction with all relevant project formation 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/overdue requirements. Report any discrepancies, if in doubt ask.

Revisions:	Rev.	Status	Date	Description	Drawn	Checked
	P01	S3	30.07.20	First Issue	JB	JB
	P02	S3	14.08.20	Blocks M & Y work in progress	JB	JB
	P03	S3	28.08.20	Finalise and M&E requirements	JB	JB
	P04	S3	03.09.20	Block B, Terrace D & Landscape updated	JB	JB
	P05	S3	09.09.20	M&E alterations	JB	JB
			20	Revised masterplan	JB	JB
			21	Revised masterplan	JB	JB

Project Name: Hill
 Drawing Name: Draft Masterplan Constraints
 Drawing Number: HAM-BPTW-ZZ-ZK-A-7412
 Project No: 20-103
 Rev: P07
 Status: S3
 RIBA Stage: 01
 Drawn By: JB
 Scale: 1:1000 @ A3

PRELIMINARY - FOR COMMENT

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Appendix 17

Affordable Housing Price Matrix

