

DATED

2024

GRANT AGREEMENT

between

[]

and

TOWN AND COUNTRY HOUSING

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THIS AGREEMENT is dated the _____ day of _____ 2024
Parties

- (1) (the “**Authority**”) and
- (2) **Town and Country Housing**, a registered society under the Co-operative and Community Benefit Societies Act 2014 registered with number 30167R whose registered office is at Monson House Monson Way Tunbridge Wells Kent TH1 1LQ (“**Recipient**”) (together “the **Parties**”).

BACKGROUND

- (A) The Authority has received capital funding in the form of the Local Authority Housing Fund (LAHF) **round 3** from the Department for Levelling Up and Housing Communities (DLUHC) to initially provide settled or move-on accommodation for Ukrainian arrivals and move-on accommodation for Afghan refugees who are currently in Home Office funded bridging hotels (“the Eligible Cohort”).
- (B) After the immediate needs for housing of the Eligible Cohort have been addressed the Unit(s) will be used to support wider local authority general housing and homelessness responsibilities.
- (C) The Recipient will own and manage the Unit(s) and the Authority will have nomination rights.
- (D) The Authority has agreed to grant the LAHF funding to the Recipient, which is to be used to acquire, refurbish and manage the Affordable Housing Unit(s). The Unit(s) must be [any specific criteria relating to size etc].
- (E) The LAHF funding is [£]. This can be used towards the acquisition costs or other costs including refurbishments, energy efficiency measures, legal costs, surveys, decoration and/or furnishings.
- (F) The Authority will make a further financial grant payment to the Recipient up to [£]. This, together with the LAHF funding, will equate to 100% of the capital costs associated with the purchase of the Unit(s).
- (G) Subject to Unit(s) availability, the Unit(s) shall be delivered by the timescale required by DLUHC for the LAHF. Delivery will be measured on the basis of exchange of contracts, or the equivalent milestone where exchange of contract will not occur. DLUHC require the Authority to make best endeavours to deliver by [30 November 2023], however the funding will be honoured after this deadline with a final date for delivery by [31 March 2024].
- (H) This Agreement sets out the terms and conditions on which the Payment is made by the Authority to the Recipient.

- (I) These terms and conditions are intended to ensure that the Payment is used for the purpose for which it is given.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Affordable Housing: is as defined in the National Planning Policy Framework.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: same date as the Agreement.

Payment: the sum of [£]. The Recipient will invoice the Authority once confirmation has been received of an accepted property offer. The Authority will make the payment within 30 days of receiving a valid invoice. The Recipient will further invoice the Authority towards the reasonable acquisition costs or other costs including refurbishments, repairs, energy efficiency measures, legal costs, valuation costs, decoration and/or furnishings, once the property is deliverable as ready to let. The Authority will make the payment within 30 days of receiving a valid invoice.

Payment Period: the period for which the Payment is awarded starting on the Commencement Date and ending on [1].

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Planning Act: the Town and Country Planning Act 1990 and any amendment modification or re-enactment of it and any legislation subordinate to it.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;

- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority.

Project: the use of the Payment by the Recipient to acquire and refurbish additional housing stock, let at social rent, to provide for the immediate needs of the LAHF Eligible Cohort and to leave a lasting legacy of stock for the future.

Project Manager: the individual who has been nominated to represent the Authority for the purposes of this Agreement is [] or equivalent Officer of the Housing team.

Social Rented Unit: Residential dwellings let at target rents determined through the national rent regime.

Unit(s): the Affordable Housing residential dwelling(s) to be acquired as part of the Project.

Void: When a property becomes untenanted or the active tenancy is ended.

2. PURPOSE OF PAYMENT

- 2.1 The Recipient shall use the Payment to acquire, refurbish and manage the Unit(s) only and in accordance with the terms and conditions set out in this Agreement.
- 2.2 The Recipient shall ensure that the Unit(s) are acquired and managed by them and shall not make any changes to its obligations without the Authority's prior written agreement.
- 2.3 The Unit(s) shall be let to the LAHF Eligible Cohort in accordance with the precedent nomination arrangements currently existing between the Recipient and the Authority as may be updated from time to time. After the immediate needs of the Eligible Cohort have been addressed, the Unit(s) will be used to support wider local authority general housing and homelessness

responsibilities in accordance with the existing precedent nominations arrangements. The Authority will keep the Eligible Cohort's needs under review to determine when they have been met, liaising with DLUHC and the Recipient and notifying the Recipient when the Authority considers that the needs have been met.

- 2.4 Should the Unit(s) be ready to let, and remain void for a period in excess of 2 weeks, the Recipient shall be entitled to convert the Unit(s) to General Needs accommodation and proceed to let the Unit under usual nominations procedures for the housing register.

3. MAKING OF PAYMENT

- 3.1 The Authority shall make the Payments to the Recipient during the Payment Period in accordance with the terms of this Agreement.
- 3.2 The amount of the Payment shall not be increased in the event of any overspend by the Recipient.
- 3.3 The Payment shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account.
- 3.4 The Recipient shall not transfer any part of the Payment to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Authority.
- 3.5 The Recipient shall promptly repay to the Authority any money over and above the amount of the Payment as defined in this Agreement incorrectly paid to it either as a result of an administrative error or otherwise.

4. USE OF PAYMENT

- 4.1 The Payment shall be used by the Recipient solely for the delivery and management of the Units in accordance with the terms of this Agreement.

5. NOT USED

6. MONITORING AND REPORTING

- 6.1 If, once the Recipient is the owner of the Units, the Recipient transfers their ownership to any other entity (which must be a Registered Provider of Social Housing), the Recipient must ensure that the transfer procures that the unit remains as a Social Rented Unit in perpetuity provided that this obligation and

the terms of this agreement will not be binding upon any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of each of the Units and or any successors in title to such mortgagee or chargee or Receiver.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority, save to the extent it is required to do so within its annual report and accounts, including acknowledging the Authority as the source of the Payment.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before the Commencement Date or developed by either party during the Payment Period, shall remain the property of that party.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Authority with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Authority requires within 5 working days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Authority.

10.3 The Recipient acknowledges that the Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Authority shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

- 11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and any replacement law coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.
- 11.2 Data may be shared with other enforcement agencies for the prevention and detection of crime.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF PAYMENT

- 12.1 The Authority's intention is that the Payment will be paid to the Recipient in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion withhold or suspend payment of the Payment and/or require repayment of all or part of the Payment if:
- (a) the Recipient uses the Payment for purposes other than those for which they have been awarded;
 - (b) the Recipient provides the Authority with any materially misleading or inaccurate information;
 - (c) the Recipient commits or committed a Prohibited Act;
 - (d) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (e) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - (f) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 12.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or

compliance with this Agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Payment monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

15.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient completing the Project, the use of the Payment or from withdrawal of the Payment. The Recipient shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, the Authority's liability under this Agreement is limited to making the Payment.

16. WARRANTIES

16.1 The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Payment);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Payment;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Payment on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**). The Recipient shall (on request) supply to the Authority a copy of

such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Payment Period or for so long as any part of the Payment remains unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Authority may terminate this Agreement at any point prior to exchange of contracts, and any payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Authority, such consent to not be unreasonably withheld, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement including to any company or entity within the Town and Country or Peabody group of companies or, as contemplated as part of the Project, transfer or pay to any other person any part of the Payment.

21. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing, marked for the attention of:

In the case of the Recipient: Sam Williams, New Business Manager

In the case of the Authority: []

If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Authority from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Authority and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Authority and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to it pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

27. MODERN SLAVERY

The Recipient shall comply with the provisions of the Modern Slavery Act 2015.

28. PREVENT

The Recipient shall ensure their employees and agents have a good understanding of the need to prevent people being drawn into terrorism and in the event of there being a concern about a person, notify the Authority.

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