

GREATER LONDON AUTHORITY

dated 4th March 2025

Greater London Authority

and

The Mayor of Burgesses of the London Borough of Croydon

Grant Agreement (Local Authority)

in relation to the Homes for Londoners: Affordable Homes Programme
2021-26

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Grant Agreement

dated

4th March 2025

Parties

- (1) **Greater London Authority** whose address is City Hall, Kamal Churchie Way, London E16 1ZE (the **GLA**); and
- (2) **The Mayor and Burgesses of the London Borough of Croydon** whose office is at Bernard Wetherill House, 8 Mint Walk, Croydon, CR0 1EA (the **Grant Recipient**).

Introduction

- (A) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency in London to the GLA.
- (B) The Grant Recipient has submitted a bid to the GLA for grant funding to assist the Grant Recipient in the delivery of affordable housing.
- (C) The GLA has agreed to advance grant funding to the Grant Recipient pursuant to the GLA's Homes for Londoners: Affordable Homes Programme 2021-2026 to facilitate the delivery of certain affordable housing projects subject to and in accordance with the terms of this Agreement.
- (D) Where grant funding is provided under this Agreement for supported and specialist housing or pursuant to the GLA's Council Homes Acquisition Programme, this Agreement sets out additional conditions which must be met to reflect the nature of the relevant project and/or requirements of the applicable programme.
- (E) In addition to the Named Projects submitted on OPS at the date of this Agreement, the Grant Recipient may have submitted indicative proposals in respect of dwellings which it expects to bring forward to be delivered as Affordable Housing during the AHP 2021-26 period. The parties record their intention that the indicative proposals are to be incorporated into Named Projects by reference to the Average Grant Rate. Alternative rates agreed by the GLA (in its absolute discretion) may be used provided always that once the final Unprofiled Indicative Dwelling is incorporated into a Named (Indicative) Project in accordance with the requirements of this Agreement, the average of the grant rates for all AHP Dwellings (based on Tenure Type) comprised within the Named (Indicative) Projects will be equal to or lower than the Average Grant Rates.
- (F) Grant paid by the GLA to the Grant Recipient pursuant to this Agreement is social housing assistance as defined in Section 32(13) of the Housing and Regeneration Act 2008.
- (G) The purpose of the grant funding provided under this Agreement is to fund affordable housing which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no Subsidy therefore arises.

1 Definitions and interpretations

1.1 Definitions

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

Acceptance Date means the date upon which the GLA confirms acceptance of a Named Project pursuant to Condition 6.1;

Acquisition Milestone means the acquisition by the Grant Recipient of a Secure Legal Interest in a Named Project;

Acquisition Tranche Grant means, where the GLA has accepted an Acquisition Milestone on OPS (in its absolute discretion) and subject to Condition 6.3, such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by the GLA through OPS;

Acquisition Tranche Payment Date means in relation to a Named Project such date as the GLA may have accepted in OPS as the date on which a claim for Acquisition Tranche Grant may be made;

Actual Development Costs means in respect of each Named Project the amount of Development Costs actually incurred by the Grant Recipient in acquiring, developing, and/or Rehabilitating (as applicable) that Named Project as such amount is warranted and certified by the Grant Recipient pursuant to Condition 14.4.4 and Condition 14.6.3;

Additional Affordable Housing Dwelling means a house, flat or maisonette to be provided by the Grant Recipient as Affordable Housing in London during the period from 1 April 2021 to 31 March 2026 in respect of which the Grant Recipient did not seek grant funding from the GLA under any GLA programme (including any Previous AHP Programme) or utilise any RCGF Funds;

Additional Project means a project for the delivery of AHP Housing proposed by the Grant Recipient under Condition 9 in addition to those projects or proposals comprised within the Original Approved Bid;

Additional Project Acceptance Date means the date upon which the GLA confirms acceptance of an Additional Project pursuant to Condition 9.3;

Additionality Condition means the condition that all the AHP Dwellings comprised within a Named Project meet the definition of "additional" homes as detailed in the Guidance and set out in Section 2 (*Net Additionality for GLA Grant*) of the Affordable Housing Capital Funding Guide;

Affiliate means any subsidiary, associate or joint venture in which a local authority has a material interest sufficient to require group financial statements to be prepared which account for these interests, in accordance with CIPFA's Code of Practice on Local Authority Accounting in the United Kingdom 2021/22 (as amended or updated) which is the Statement of Recommended Practice on local authority accounting or any code or other document which replaced it as the Statement of Recommended Practice;

Affordable Dwelling means a dwelling within a Development Site which is to be provided as Affordable Housing;

Affordable Habitable Room means a Habitable Room within an Affordable Dwelling;

Affordable Housing has the meaning given to it under the Glossary within the London Housing Strategy issued in May 2018 (as the same may be amended, updated or replaced from time to time);

Affordable Housing Capital Funding Guide means the guide of that name published on www.london.gov.uk/CFG or any successor guide so published;

Affordable Percentage Condition means the requirement that at Practical Completion of a Named Project, the number of Affordable Habitable Rooms provided or to be provided (as the context requires) on the Development Site when expressed as a percentage of:

- (a) where a planning permission is required for the delivery of the Named Project, the total number of Habitable Rooms provided or to be provided on the Development Site pursuant to the relevant Planning Permission; or
- (b) where no planning permission is required for the delivery of the Named Project, the total number of Habitable Rooms provided or to be provided on the Development Site as identified on OPS,

represents no less than the Required Affordable Percentage;

Affordable Rent means a rent to be assessed and set in accordance with the applicable requirements the Affordable Housing Capital Funding Guide, Legislation, the Rent Standard and any other relevant guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time) and which represents the lower of:

- (a) eighty per centum (80%) of the market rent (inclusive of service charges) for an equivalent property of the relevant size and location located in the Broad Market Rental Area in which the relevant AR Dwelling is located; or
- (b) the relevant Local Housing Allowance figure (plus service charge) for an equivalent property located in the Broad Market Rental Area in which the relevant AR Dwelling is located,

(unless the relevant AR Dwelling qualifies as Exempt Accommodation in which case the above limb (a) shall apply);

Affordable Rent (CHAP) Dwelling means an AHP Dwelling let or to be let on Affordable Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to an "Affordable Rent (CHAP)" dwelling;

Affordable Rent (SSH) Dwelling means an AHP Dwelling let or to be let on Affordable Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to an "Affordable Rent (SSH)" dwelling;

Affordable Rent Level means a rent which does not exceed an Affordable Rent (subject to Condition 11.10);

Agreed Client Group means such client group as the GLA agrees may be accommodated in an SSH Project as identified in the Named Project Details and approved by the GLA on OPS;

Agreed Principles means the terms set out in Part 1 of Schedule 1;

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

Agreed Support Services means such support services as the parties may agree will be provided to the tenants of SSH Dwellings, as set out in the Named Project Details;

Agreement means this grant agreement (including its Schedules and Appendix);

Agreement Funding means the aggregate of all Named Project Grant paid to and all RCGF Funds used by the Grant Recipient under or in connection with this Agreement;

Agreement Information means:

- (a) this Agreement in its entirety (including changes to the Agreement that may be agreed from time to time); and
- (b) data extracted from the claims made under this Agreement which shall consist of the Grant Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;

AHP 2021-26 means the programme described in the publication entitled "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" issued by the GLA in November 2020 (as the same may be amended or updated from time to time);

AHP Dwelling means:

- (a) in respect of any Named Project (including an SSH Project or a CHAP Project), a house, flat or maisonette; or
- (b) in respect of an SSH Project only (and where expressly approved by the GLA on OPS), Shared Accommodation,

which is developed (or is to be developed) with the benefit of RCGF Funds and/or grant funding payable under this Agreement and in relation to each relevant Named Project as more particularly described in the relevant Named Project Details;

AHP Housing means housing provided by the Grant Recipient pursuant to this Agreement that will be made available:

- (a) in respect of any AHP Dwelling that is not comprised in an SSH Project or CHAP Project:

- i permanently on Shared Ownership Lease terms;
 - ii at a London Living Rent; or
 - iii at a Social Rent;
 - (b) in respect of any SSH Dwelling:
 - i permanently on Shared Ownership Lease terms;
 - ii at a London Living Rent;
 - iii at a Social Rent; or
 - iv at an Affordable Rent; and
 - (c) in respect of any CHAP Dwelling:
 - i at a Social Rent; or
 - ii where the CHAP AR Funding Condition is met, at an Affordable Rent,
- in accordance with the terms of this Agreement;

AHP Minimum Standards means in respect of any:

- (a) SSH Project, the SSH Minimum Standards;
- (b) CHAP Project, the CHAP Minimum Standards; and
- (c) Named Project that is not identified on OPS as an SSH Project or a CHAP Project, the Certified Standards;

AHP Rent Dwelling means an SR Dwelling or an AR Dwelling;

Allocated Net Grant means £52,250,000 being the maximum amount of grant payable by the GLA to the Grant Recipient in respect of the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Allocated RCGF Funds means the RCGF Funds that the GLA has agreed in OPS will be applied towards the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Allocated Total Grant means the aggregate of the Allocated Net Grant and Allocated RCGF Funds;

Annual Committed Number has the meaning ascribed to it in limb (b) of the definition of "Indicative Proposals" as such numbers may be updated from time to time on OPS and accepted by the GLA (in its absolute discretion);

Approved Bid means the aggregate of the Named Projects and Indicative Proposals (if any) accepted by the GLA in OPS as at the date of this Agreement (as the same may be amended, added to, supplemented, substituted or varied in accordance with the terms of this Agreement);

AR Dwelling means an SSH Dwelling or (where the CHAP AR Funding Condition has been met) a CHAP Dwelling let or to be let at an Affordable Rent and on terms which comply with the applicable provisions of Condition 11.4.8;

Average Grant Rate means the notional average grant rate for each Tenure Type as set out by the GLA on OPS and which must be equal to or higher than the average of the actual grant rates (inclusive of any RCGF Funds used) applied to all AHP Dwellings of that Tenure Type being delivered under any Named (Indicative) Project as such rate may be adjusted from time to time in accordance with the terms of this Agreement;

Broad Market Rental Area has the meaning specified in paragraph 4 of Schedule 3B Rent Officers (Housing Benefit Functions) Order 1997, or article 3 of the Rent Officers (Universal Credit Functions) Order 2013 as appropriate;

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

Building Contractor means any building contractor or developer appointed or to be appointed by the Grant Recipient in respect of a Named Project;

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

Capital Grant has the meaning set out in the Recovery Determination;

Capital Grant Recoverable means such amount of Capital Grant and interest thereon as the GLA is entitled to Recover under the Recovery Determination;

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

CEDR means the Centre for Effective Dispute Resolution;

Certified Design Standards means the minimum design standards in accordance with which the AHP Dwellings in a Named Project will be delivered as certified by the Grant Recipient on OPS as part of its bid;

Certified Standards means the:

- (a) Certified Design Standards;
- (b) Certified Sustainability Standards; and
- (c) Minimum Building Safety Standards;

subject to any exemptions approved by the GLA (in its absolute discretion) and recorded on OPS;

Certified Sustainability Standards means the sustainability standards which the AHP Dwellings in a Named Project will be delivered to as certified by the Grant Recipient on OPS as part of its bid;

Change in Control means the Grant Recipient is or will be subject to a process of local government re-organisation approved by the Secretary of State which results in another local authority obtaining the legal capacity, power and authority to become a party to and to perform the obligations of the Grant Recipient under this Agreement;

CHAP Dwelling means an AHP Dwelling comprised within a CHAP Project;

CHAP AR Funding Condition means the condition set out in Condition 2.3;

CHAP Funding Guidance means the publication entitled "Council Homes Acquisition Programme - Funding guidance for London" issued by the GLA in November 2023;

CHAP Minimum Standards means:

- (a) the Decent Homes Standard;
- (b) the Minimum EPC Standard;
- (c) the Minimum Building Safety Standards; and
- (d) any minimum space standard identified by the GLA as applicable to the relevant CHAP Project and set out in OPS at the Acceptance Date or Additional Project Acceptance Date (as applicable);

CHAP Project means a Named Project designated on OPS as a project type comprising dwellings acquired by the Grant Recipient under the "Council Homes Acquisition Programme";

Competent Authority means (as the case may be):

- (a) such persons officeholders and bodies (however constituted) that are specified under any United Kingdom Competition Requirement as having responsibility for monitoring compliance with and/or legally enforcing Subsidy or the United Kingdom Competition Requirement or otherwise authorised to recover any Unlawful Subsidy; or
- (b) the courts of England and Wales;

Completed Interest means a Secure Legal Interest which meets the description in limbs (a), (b) or (c) of the definitions of SLI (SO/LLR Accommodation) or SLI (Rented Accommodation);

Compliance Audit means the procedure (in a form advised by the GLA from time to time) by which an auditor independent of the Grant Recipient certifies (at the Grant Recipient's cost) whether the Named Projects acquired, developed or Rehabilitated pursuant to this Agreement satisfy the GLA's procedural compliance requirements (as described in the Affordable Housing Capital Funding Guide);

Compliance Checklist means a document in the form identified as the "GLA Resident Ballot Compliance Checklist" in Section 8.5.19 of the Affordable Housing Capital Funding Guide completed (such that each response to the questions posed in the Compliance Checklist is in the affirmative) and signed by the Grant Recipient, counter-signed by the Independent Body and in a form satisfactory to the GLA;

Compliant EDI Action Plan means an EDI Action Plan which has been developed, published and implemented by the Grant Recipient on a continuing basis at the date of this Agreement pursuant to the requirements of an agreement entered into with the GLA pursuant to a capital grant funding programme administered by the GLA;

Condition Precedent means receipt by the GLA of the Legal Opinion;

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

CORE means the national information source "Continuous Recording" that records information on new occupiers of affordable housing and the properties they rent or buy;

Council means a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in England established as a successor to principal councils exercising the functions of a local housing authority;

CPI means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that Office;

Data Controller has the meaning ascribed to it in the Data Protection Legislation;

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018 and any other relevant national Legislation implementing or supplementing the UK GDPR, and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other Relevant Authority) in each case as amended, superseded or replaced from time to time;

Data Subject has the meaning ascribed to it in the Data Protection Legislation;

Decent Homes Standard means the Decent Homes Standard current at the Acceptance Date or Additional Project Acceptance Date (as applicable) of the relevant CHAP Project;

Deduction Amount has the meaning ascribed to it in Condition 19.8.1;

Default Event means a General Default, a Project Default or an Interim Reconciliation Default;

Development Costs means the costs relating to Site acquisition and/or Works in relation to a Named Project incurred or to be incurred in respect of such Named Project by the Grant Recipient in relation to the heads of expenditure set out in Part 1 to Schedule 2 or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of any Named Project **provided that** any costs falling within the heads of expenditure set out in Part 2 to Schedule 2 shall not be capable of being treated as Development Costs;

Development Site means the Site, unless such Site forms part of a wider connected development or redevelopment proposal whether or not such site is geographically contiguous to the Site, in which case "Development Site" shall encompass the site of that wider connected development or redevelopment;

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

Disposal means, other than a Permitted Disposal, a transaction the effect of which is that the legal or beneficial interest in any AHP Dwelling or property comprised in a Named Project on which any AHP Dwellings have been or are to be developed (as the case may be) transfers to becomes vested in or is leased to or reverts to another person;

Disposal Notification means a written notification addressed to the GLA which identifies:

- (a) the nature of the Disposal;
- (b) the number and address of the AHP Dwellings and/or other property comprised within the Disposal;
- (c) the donee other than in the case of an individual purchaser of an AHP Dwelling which is for use as his/her only or principal home; and
- (d) the amount of Total Project Grant attributed to the AHP Dwelling or property comprised within the Disposal and the quantum of such grant which the Grant Recipient will repay to the GLA and/or recycle into the Grant Recipient's RCGF in accordance with the terms of this Agreement and the Recovery Determination;

DLUHC means the Department for Levelling Up, Housing and Communities (or any successor body with similar or equivalent jurisdiction or authority);

DQHAP means the "Delivering Quality Homes Action Plan" to be submitted by the Grant Recipient on OPS (in a form satisfactory to the GLA, acting reasonably);

DQHAP/POE Breach has the meaning ascribed to it in Condition 10.6;

EDI Action Plan has the meaning ascribed to it in Condition 23.1.2;

EDI Breach has the meaning ascribed to it in Condition 23.4;

EIR means the Environmental Information Regulations 2004 and any subordinate legislation made under the Environmental Information Regulations 2004 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

EIR Exemption means any applicable exemption to EIR;

Estate Regeneration Default means the occurrence of any of the events or circumstances set out in Conditions 19.2.11 to 19.2.13 (inclusive);

Estate Regeneration Funding Condition means the obligations set out in Condition 10.2;

Estate Regeneration Project means a Named Project which in whole or in part comprises or entails regeneration or another arrangement which satisfies the description of a Strategic Estate Regeneration Project set out in Section 8.3 of the Affordable Housing Capital Funding Guide;

Estate Regeneration Requirement means the obligations set out in Condition 10.2 and/or Condition 11.4.11;

Exempt Accommodation has the meaning attributed to it in paragraph 4(10), of Schedule 3 Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exemptions;

Exemption means an exemption to the Resident Ballot Requirement agreed by the GLA pursuant to Section 8.6 of the Affordable Housing Capital Funding Guide;

Exemption Certificate means a certificate identified as an "Exemption Certificate" on GLA letter headed paper and signed by a senior officer of the GLA which confirms that the delivery of the Named Project is subject to an Exemption;

Exemption Evidence means written evidence from the relevant local authority in a form acceptable to the GLA that the relevant SSH Dwelling is Exempt Accommodation;

Final Claim Stage means the date at which the relevant Named Project reaches Practical Completion;

Final Reconciliation Exercise has the meaning ascribed to it in Condition 12.8;

Financial Year means the period from the date of this Agreement to the next 31 March and thereafter from 1 April to 31 March in each year;

FOIA means the Freedom of Information Act 2000, and any subordinate Legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Legislation;

FOIA Authority means a public authority as defined by the FOIA and/or EIR;

FOIA Exemption means any applicable exemption to FOIA;

General Default has the meaning given to it in Condition 19.1;

General Termination Event means an event pursuant to which this Agreement may be terminated pursuant to Condition 19.5;

GLA's Representative means such person or persons as the GLA may nominate to act as its representative from time to time for the purposes of this Agreement;

Good Practice Guide to Estate Regeneration means the guidance entitled "Better homes for local people" published by the GLA in February 2018;

Grant means any and all sums paid by the GLA to the Grant Recipient pursuant to this Agreement;

Grant Rate Default has the meaning ascribed to it in Condition 12.9;

Grant Recipient Party means:

- (a) the Grant Recipient, the Building Contractor, any member of the Professional Team, agent, employee or Subcontractor of the Grant Recipient and the Grant Recipient's Representative; or

- (b) an Affiliate;

Grant Recipient's Representative means the Grant Recipient's Development Director or such other person agreed by the GLA to act as the Grant Recipient's representative from time to time for the purposes of this Agreement;

Guidance means the publication entitled "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" issued by the GLA in November 2020;

Habitable Room means a room within a dwelling the intended purpose of which is for sleeping, living or dining and which has a minimum width of 2.13 metres (7 ft.) and includes:

- (a) a living room;
- (b) a dining room;
- (c) a bedroom; and
- (d) a kitchen/diner (provided that for the purposes of this Agreement the kitchen/diner is 13 sqm or greater in size);

Homeless Household Client Group means persons who:

- (a) meet the definition of homeless set out in Section 175 of the Housing Act 1996; or
- (b) are otherwise expressly approved by the GLA (in its absolute discretion) as falling within a client group which may be accommodated in a CHAP Dwelling;

Homes and Communities Agency means the body corporate established under Section 1 of the HRA 2008 (and any successor body or agency carrying out the same or similar functions in whole or in part);

HRA 2008 means the Housing and Regeneration Act 2008;

HS Act means the Health and Safety at Work etc. Act 1974;

Independent Body means an entity which is independent of the Grant Recipient and has been appointed in accordance with the principles set out in Section 8.5.2 of the Affordable Housing Capital Funding Guide;

Indicative Allocation means such part of the Allocated Total Grant attributed to the Indicative Proposals and agreed by the GLA on OPS;

Indicative Proposals means the Grant Recipient's proposals for the development of a specified number of further AHP Rent Dwellings, LLR Dwellings and/or SO Dwellings accepted by the GLA and set out on OPS in accordance with any of Conditions 5.2 and 5.9 (as may be updated in accordance with the terms of this Agreement) including details of:

- (a) the Financial Year in which such dwellings will achieve Start on Site (the **Start Year**); and
- (b) the number (by Tenure Type) of such dwellings to achieve Start on Site in each Start Year (the **Annual Committed Number**);

Information has the meaning in relation to:

- (a) the FOIA, given under Section 84 of the FOIA and which is held by the GLA or the Grant Recipient (as appropriate) at the time of receipt of an RFI; and
- (b) EIR, given under the definition of environmental information in Regulation 2 of the EIR and which is held by the GLA or Grant Recipient (as appropriate) at the time of receipt of an RFI;

Information Commissioner has the meaning set out in Section 114 of the Data Protection Act 2018 and for the avoidance of doubt is the UK's independent body set up to uphold and enforce Information rights;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

Interest means interest at a rate per annum equal to two percentage points (2%) above the base rate from time to time of The Bank of England;

Interim Reconciliation Default has the meaning ascribed to it in Condition 12.7;

Interim Reconciliation Exercise has the meaning ascribed to it in Condition 12.6;

Investment Partner means an organisation which has been confirmed by the GLA as having "Investment Partner Status" under the GLA's Investment Partner qualification procedure from time to time;

Landlord Offer means the offer identified by that name and more particularly described in Sections 8.5.11 to 8.5.16 of the Affordable Housing Capital Funding Guide which is in the form issued to the GLA pursuant to Section 8.5.14 of the Affordable Housing Capital Funding Guide and which is the subject of the confirmations provided by the Grant Recipient and the Independent Body in the Compliance Checklist;

Legal Opinion means a legal opinion in the form set out in Schedule 3 given by the Grant Recipient's solicitor and dated prior to the date of this Agreement;

Legislation means:

- (a) any Act of Parliament;

- (b) any delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative;
- (d) rule of court or directives or requirements of any Regulatory Body or notice of any Regulatory Body,

in each case in the United Kingdom; and

- (e) any regulations, orders, bye-laws, regulatory policy, guidance or codes of practice of any local or statutory or Competent Authority (as the case may be) having jurisdiction over the territory in which the Named Project is situated;

LLR Dwelling means an AHP Dwelling let or to be let at a London Living Rent and on terms which comply with the applicable provisions of Condition 11.4;

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

LLR (Standard) Dwelling means an AHP Dwelling let or to be let on London Living Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "London Living Rent" dwelling;

LLR (SSH) Dwelling means an AHP Dwelling let or to be let on London Living Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "London Living Rent (SSH)" dwelling;

LLR Tenant means an individual who fulfils the criteria for an occupant of an LLR Dwelling set out in the Affordable Housing Capital Funding Guide;

Local Housing Allowance means an allowance determined in accordance with article 4B and Schedule 3B of Schedule 3B to the Rent Officers (Housing Benefit Functions) Order 1997, or article 4 and Schedule 1 to the Rent Officers (Universal Credit Functions) Order 2013, as appropriate;

London means the administrative area of the Greater London Authority from time to time;

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

London Living Wage means the basic hourly wage (before tax, other deductions and any increase for overtime) calculated annually by the Resolution Foundation and overseen by the Living Wage Commission, or any successor body carrying out the relevant calculation as such hourly wage may be updated from time to time;

Material Adverse Effect means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to comply

with the terms of this Agreement or (as the context requires) to deliver the Approved Bid or a Named Project on the basis agreed under this Agreement and/or within the time limits (if any) for doing so;

MHCLG means the Ministry of Housing, Communities & Local Government (or any successor body with similar or equivalent jurisdiction or authority);

Milestone means the Acquisition Milestone (where agreed by the GLA in its absolute discretion in respect of a Named Project), Start on Site, Practical Completion and such other stages of a Named Project labelled as a "milestone", in each case as set out in OPS and agreed by the parties;

Milestone Date means the date agreed by the GLA through OPS by which the relevant Milestone must have been achieved (as the same may be extended by the GLA pursuant to Condition 8.1);

Milestone Extension Event means any of the following:

- (a) exceptionally adverse weather conditions;
- (b) delay in receipt of any necessary permission or approval of any statutory body or other person which the Grant Recipient has taken all practicable steps to avoid or reduce;
- (c) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of the Works necessary to the delivery of the Named Project by restricting the availability or use of labour which is essential to the proper carrying out of such Works or preventing the Grant Recipient from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of such Works;
- (d) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (e) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (f) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;
- (g) any accidental loss or damage to the development or any roads servicing it;
- (h) any failure or shortage of power, fuel or transport;
- (i) any blockade or embargo;
- (j) any:
 - i official or unofficial strike;

- ii lockout;
 - iii go-slow; or
 - iv other dispute,
- generally affecting the house building industry or a significant sector of it;
- (k) the appointment of the Building Contractor under the Building Contract has been terminated or the Building Contract has been terminated (where applicable); or
 - (l) any material failure by the Building Contractor under the terms of the Building Contract (where applicable) which has the direct result of delaying the Grant Recipient's compliance with a Milestone Date and which did not result from the Grant Recipient's failure effectively to manage the Building Contract; or
 - (m) any impediment, prevention or default, whether by act or omission by the GLA except to the extent caused or contributed to by any default, whether by act or omission, of the Grant Recipient,

unless:

- A any of the events arise (directly or indirectly) as a result of any wilful or negligent default or wilful or negligent act of the Grant Recipient or, save in respect of the event referred to in (k) above, any of its Subcontractors of any tier; or
- B in respect of the event referred to in (f) above, such event arises as a result of any failure by the Grant Recipient (whether wilful or otherwise) to notify the relevant statutory undertaker or utility company of the requirement for works or services to be completed by the date required to enable the Grant Recipient to complete the Named Project by the Named Project Completion Date;

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

Minimum Building Safety Standards means the building safety standards which must be met and requirements which the Grant Recipient must comply with in respect of each AHP Dwelling (as applicable) comprised within a Named Project as set out in Sections 2.2.52 to 2.2.57 (*Building Safety Standards*) of the Affordable Housing Capital Funding Guide (and in respect of any Named Project which contemplates the acquisition of one or more existing homes which have previously been occupied, or any SSH Project for refurbishment, conversion or remodelling, the building safety standards shall include the requirement for the Grant Recipient to complete a "Statement of Reasonable Endeavours Undertaken to Verify Construction of External Walls for Acquisitions or Homes Delivered as Refurbishment, Conversion or Remodelling" for the relevant AHP Dwellings on the basis set out in Section 2.2.57 (*Building Safety Standards*) of the Affordable Housing

Capital Funding Guide by Practical Completion of the Named Project in which such AHP Dwellings are comprised;

Minimum EPC Standard means obtaining an energy efficiency rating of level D (or such higher rating as may be agreed by the parties and set out in the Named Project Details), in the relevant CHAP Dwelling's Energy Performance Certificate (**EPC**) (or such equivalent rating in such other government approved certification that may replace the EPC from time to time);

Minimum SO Lease and LLR Term means a lease with a term of at least nine hundred and ninety (990) years (save where expressly agreed otherwise with the prior written consent of the GLA in its absolute discretion);

Minimum Unexpired Term means the relevant lease has an unexpired term of, having regard to the acknowledgment set out in paragraph 16 of the Agreed Principles, at least one hundred and twenty five (125) years;

MMC Project means a Named Project comprised exclusively of dwellings constructed using one of the Modern Methods of Construction;

Modern Methods of Construction means the methods of construction identified in Sections 2.2.60 to 2.2.68 (*Modern Methods of Construction (MMC) Categories*) in the Affordable Housing Capital Funding Guide;

Named Project means each project for the development of AHP Dwellings as has been fully detailed in OPS and accepted by the GLA through OPS as a Named Project as at the date hereof or in accordance with any of Conditions 6.1 or 9.4 and, for the avoidance of doubt, includes any Named (Indicative) Projects;

Named (Indicative) Project means a Named Project which comprises solely of dwellings Profiled pursuant to Condition 6.1.2 and accepted by the GLA as a Named Project¹;

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

Named Project Delivery Timetable means the timetable for the acquisition, construction, development (and/or Rehabilitation) and delivery (including delivery of the Milestones) of each Named Project as agreed by the GLA through OPS;

Named Project Details means the descriptive and other details in respect of each Named Project as agreed by the GLA through OPS (as the same may be varied from time to time in accordance with the terms of this Agreement);

Named Project Grant means the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details, which for the avoidance of doubt excludes RCGF Funds;

¹ Grant Recipients to note: the intention is for all Indicative Proposals to be profiled into "Named Projects". The delineation between a Named Project and a Named (Indicative) Project is seeking to distinguish between the origins of that Named Project. If the dwellings in a Named Project are from the Indicative Proposals, the term Named (Indicative) Projects will be used as some provisions of this Agreement relate specifically to Named Projects which originated from the Indicative Proposals.

Named Project Practical Completion Date means the date set out in the Named Project Delivery Timetable by which the Named Project must have achieved Practical Completion;

Named Project Start Date means the date set out in the Named Project Delivery Timetable by which the Named Project must have achieved Start on Site;

NHBC means the National House-Building Council;

Non Compliance Notification Date means the date on which the GLA notifies the Grant Recipient that it has become aware that a Named Project in respect of which Total Project Grant has been paid or utilised does not meet the Named Project Details;

Non Start Indicative Dwelling means an Unprofiled Indicative Dwelling which does not or will not achieve Start on Site in the relevant Start Year;

Open Book Basis means the full and transparent disclosure and declaration of all information which the Grant Recipient or a Grant Recipient Party is required to maintain, keep or disclose under this Agreement including all price components including profit margins, central office overheads, Site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and services, apportionments of such items together with all and any books of accounts together with such other information as the GLA reasonably requires to monitor compliance with the United Kingdom Competition Requirement;

Open Book Obligations mean the obligations set out in Condition 20;

OPS means the "GLA Open Project System", being the GLA's on-line investment management system from time to time or any successor system;

Original Approved Bid means the aggregate of the Indicative Proposals and Named Projects accepted by the GLA pursuant to Conditions 5 and 6 at the date of this Agreement;

Other Affordable Housing means Affordable Housing (but excluding LLR Dwellings, AHP Rent Dwellings and SO Dwellings) of the type described in the Affordable Housing Capital Funding Guide which, if accepted by the GLA on OPS (in its absolute discretion), is more particularly described in the Named Project Details;

Permitted Disposal means any of the following:

- (a) the grant of a tenancy (compliant with Condition 11.4) in respect of a LLR Dwelling or an AHP Rent Dwelling;
- (b) the grant of a Shared Ownership Lease (which, for the avoidance of doubt, does not include the subsequent acquisition by the occupier of an increased share of the equity of the relevant SO Dwelling) that is not as a result of a conversion from an LLR Dwelling to a SO Dwelling;
- (c) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;

- (d) a disposal pursuant to or required by a planning obligation within the meaning of Section 106 or Section 299A of the Town and Country Planning Act 1990 in connection with the Named Project;
- (e) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (f) the grant of any mortgage or charge; or
- (g) the grant of an easement;

Personal Data has the meaning ascribed to it in the Data Protection Legislation;

Planning Permission means the grant of detailed planning permission either by the local planning authority or the Secretary of State;

POE means the Post-Occupancy Evaluation, initial details of which are set out on the following [website https://www.london.gov.uk/sites/default/files/poe_pilot_information_sheet.pdf](https://www.london.gov.uk/sites/default/files/poe_pilot_information_sheet.pdf) (or any successor website notified to the Grant Recipient by the GLA) as the same may be updated or replaced by provisions within the Affordable Housing Capital Funding Guide or such other guidance issued by the GLA and notified to the Grant Recipient;

Practical Completion means that stage in the execution of a Named Project when:

- (a) the Grant Recipient holds a Completed Interest in each AHP Dwelling comprised within the Named Project;
- (b) any Works have been completed in accordance with the terms of the relevant Building Contract and/or the terms of this Agreement in accordance with any applicable NHBC or equivalent requirements current at the date of any required inspection subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list; and
- (c) each AHP Dwelling comprised within the Named Project is fit for beneficial occupation as a residential development,

and Practically Complete shall be construed accordingly;

Practical Completion Tranche Grant means subject to Condition 6.3 such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by the GLA through OPS;

Practical Completion Tranche Payment Date means in relation to a Named Project such date as the GLA may have accepted in OPS as the date on which a claim for Practical Completion Tranche Grant may be made;

Previous AHP Programme means any capital grant funding programme administered by the GLA supporting the delivery of affordable housing other than AHP 2021/26;

Process has the meaning ascribed to it in the Data Protection Legislation and **Processing** shall be construed accordingly;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or Legislation on procurement by public bodies;

Professional Team means (as applicable) the architect, civil & structural engineer, the mechanical & electrical engineer and any other consultant appointed by the Grant Recipient in connection with a Named Project;

Profile means the incorporation of one or more Unprofiled Indicative Dwelling(s) into a Named Project accepted by the GLA pursuant to the procedures set out in Condition 6.1;

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of the GLA any gift or consideration of any kind as an inducement or reward:
 - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - ii for showing or not showing favour or disfavour to any person in relation to this Agreement;
- (b) entering into this Agreement or any other agreement with the GLA relative to this Agreement in connection with which commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the GLA;
- (c) committing any offence:
 - i under Legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement; or
 - iii under the Bribery Act 2010 or the Criminal Finances Act 2017; or
- (d) defrauding or attempting to defraud or conspiring to defraud the GLA or the Regulator;

Project Default has the meaning given to it in Condition 19.2;

Project Termination Event means an event pursuant to which this Agreement may be terminated in relation to a particular Named Project pursuant to Condition 19.6;

Protected Characteristics has the meaning ascribed to it in the Equality Act 2010;

Public Sector Funding means all funding or subsidy in relation to a Named Project in money or money's worth (including the Agreement Funding) received or receivable by the Grant Recipient from public sector bodies including for this purpose funding from government bodies (whether national or local), the European Union or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998 and any further funding by the GLA not provided under this Agreement;

Purchase Point means the date upon which a SO Dwelling is sold to its first purchaser or in relation to a LLR Dwelling a date which is not earlier than ten (10) years after the point at which such LLR Dwelling first becomes available for letting;

Quarter means the period between each Quarter Date;

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

RCGF means the Recycled Capital Grant Fund maintained by the Grant Recipient in accordance with the Recovery Determination;

RCGF Funds means that amount of the Grant Recipient's RCGF which the parties have agreed will be applied towards the Development Costs;

Recover has the meaning set out in the Recovery Determination;

Recoverable Amount has the meaning ascribed to it in Condition 18.2;

Recoverable Project Grant means the aggregate of the Named Project Grant paid to and the RCGF Funds used by the Grant Recipient in relation to a Named Project;

Recovery Determination means the Recovery of Capital Grants from Registered Providers and Recycled Capital Grant Fund (Greater London) General Determination 2017 and any successor determination or other instrument;

Reduction Amount means an amount equal to the sum of the following calculation:

Reduction Amount = Indicative Year Allocation – Profiled Amount

Where:

Indicative Year Allocation means the aggregate amount of grant allocated to the Indicative Proposals that are to have been Profiled into Named Projects by 30 June (or such later date agreed by the GLA, in its absolute discretion) in the relevant Start Year as set out on OPS;

Profiled Amount means the aggregate grant allocated on OPS to the Indicative Proposals which have been Profiled into Named Projects by 30 June in the relevant Start Year (or such later date agreed within the relevant Start Year by the GLA, in its absolute discretion);

Register means the register maintained by the Regulator pursuant to Section 111 of the HRA 2008;

Registered Provider means an English local authority entered on the Register pursuant to paragraph 3 of the Housing and Regeneration Act 2008 (Registration of Local Authorities) Order 2010;

Regulator means the Regulator of Social Housing established pursuant to Chapter 2 of Part 2 of the HRA 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

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

Rehabilitated or Rehabilitation or Rehabilitating shall:

- (a) have the meaning ascribed in Section 2.2 of the Affordable Housing Capital Funding Guide entitled "Rehabilitation project types"; and
- (b) in the case of any SSH Project, mean works falling within the description in the above limb (a) or such other remodelling or refurbishment works approved by the GLA in the relevant Named Project Details;

Relevant Authority means any governmental or other authority, court with relevant jurisdiction, the local planning authority, landlord, funder, adjoining landowner or any other person whose consent is required to undertake the Works necessary to the delivery of the Named Project or perform the Grant Recipient's obligations under this Agreement;

Relevant Event has the meaning attributed to it in the Recovery Determination;

Remediation Plan has the meaning ascribed to it in Condition 23.4.1;

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

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

Required Affordable Percentage means the percentage set out in respect of each Named Project on OPS and approved by the GLA (in its absolute discretion) which represents the total the number of Affordable Habitable Rooms that must be provided on the Development Site when expressed as a percentage of the total number of Habitable Rooms, as such percentage may be amended from time to time in accordance with Condition 7;

Resident Ballot Requirement means the obligation to undertake a resident ballot on the basis set out in Section 8 of the Affordable Housing Capital Funding Guide where the Named Project is an Estate Regeneration Project and the GLA has not provided the Grant Recipient with an extant Exemption Certificate;

Residential Care Home means a residential building or set of buildings in which residents occupy rooms (as opposed to separate dwellings) and have access to on-site personal care or nursing care services;

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

Right to Buy means the right to purchase a dwelling at a discount conferred on tenants of Councils by Part V of the Housing Act 1985;

RTB Funds means receipts retained by the Grant Recipient pursuant to the exercise of the Right to Buy which shall include any grant paid to the Grant Recipient pursuant to a Right to Buy Ringfence Agreement entered into by the GLA and the Grant Recipient;

Section 15 Direction means a direction made by the Secretary of State under Section 15 of the Local Government Act 1999;

Section 106 Agreement means an agreement in respect of and affecting any AHP Dwelling (or prospective AHP Dwelling) made pursuant to Section 106 of the TCPA and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or Section 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or an agreement with any Relevant Authority or body relating to other services;

Section 106 Project means a Named Project where the development of AHP Housing forms or will form part of a wider non AHP Housing project and is required pursuant to:

- (a) a Section 106 Agreement; and/or
- (b) any condition attached to or imposed upon any decision by a Relevant Authority to grant planning permission or reserved matters approval under Part III of the Town and Country Planning Act 1990 (including any approvals issued pursuant to conditions);

Section 114 Report means a report made under Section 114(3) or Section 114A of the Local Government Finance Act 1988;

Secure Legal Interest means:

- (a) with respect to each Named Project which comprises only SO Dwellings, a SLI (SO/LLR Accommodation); or
- (b) with respect to each Named Project which comprises at least one SO Dwelling or LLR Dwelling and at least one AHP Rent Dwelling:
 - i a SLI (SO/LLR Accommodation) in relation to each SO Dwelling or LLR Dwelling; and
 - ii a SLI (Rented Accommodation) in respect of each AHP Rent Dwelling; or
- (c) with respect to each Named Project which comprises only of AHP Rent Dwellings, a SLI (Rented Accommodation),

provided that in each case, where the Grant Recipient possesses:

- (d) the freehold estate and one or more leasehold interests derived from the freehold estate; or
- (e) more than one leasehold interest in a chain of leases,

in any Named Project, the interest which is the lowest leasehold interest owned by the Grant Recipient in the chain of leases must satisfy limb (a), (b) or (c) above (as applicable);

Shared Accommodation means a dwelling (including any common areas) comprised within non-self-contained accommodation for two (2) or more households;

Shared Ownership Lease means a shared ownership lease that:

- (a) satisfies the definition of "Shared ownership arrangements" as set out in Section 70 of the HRA 2008; and
- (b) meets any applicable requirements of the Affordable Housing Capital Funding Guide;

Shared Ownership (Standard) Dwelling means an AHP Dwelling made available on Shared Ownership terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "Shared Ownership (Standard)" dwelling;

Shared Ownership (SSH) Dwelling means an AHP Dwelling made available on Shared Ownership terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "Shared Ownership (SSH)" dwelling;

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

SLI (Rented Accommodation) means the Grant Recipient has in respect of the Site;

- (a) freehold title registered with title absolute;
- (b) leasehold title registered with title absolute where the lease has a Minimum Unexpired Term; or
- (c) either:
 - i freehold title registered with possessory title; or
 - ii leasehold title registered with good leasehold title where the lease has a Minimum Unexpired Term,

and, in each case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Named Project Grant for that Site; or

- (d) a binding contract with the owner of the legal and beneficial interest in the Site to acquire one of the interests in limbs (a), (b) or (c) and that acquiring that interest is conditional only upon matters that are within the direct and unilateral control of the Grant Recipient;

SLI (SO/LLR Accommodation) means the Grant Recipient has in respect of the Site;

- (a) freehold title registered with title absolute;
- (b) leasehold title registered with title absolute where the lease has an unexpired term which is sufficient for the Minimum SO Lease and LLR Term to be granted at the Purchase Point; or
- (c) either:
 - i freehold title registered with possessory title; or
 - ii leasehold title registered with good leasehold title where the lease has an unexpired term which is sufficient for the Minimum SO Lease and LLR Term to be granted at the Purchase Point,

and, in each case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Named Project Grant for that Site; or

- (d) a binding contract with the owner of the legal and beneficial interest in the Site to acquire one of the interests in limbs (a), (b) or (c) and that acquiring that interest is conditional only upon matters that are within the direct and unilateral control of the Grant Recipient;

SO Consultation Outcome means the document entitled "New model for Shared Ownership: technical consultation – summary of responses" published by MHCLG on 1 April 2021 (as may be supplemented, amended or updated from time to time);

SO Dwelling means an AHP Dwelling to be disposed of on Shared Ownership Lease terms;

Social Rent means a rent calculated in accordance with the formula for calculating social rents set out in the Rent Standard (subject to any contrary Legislation);

Social Rent (CHAP) Dwelling means an AHP Dwelling to be let on Social Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "Social Rent (CHAP)" dwelling;

Social Rent (Standard) Dwelling means an AHP Dwelling to be let on Social Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "Social Rent " dwelling;

Social Rent (SSH) Dwelling means an AHP Dwelling to be let on Social Rent terms which is identified at table 3 of the "Affordable Homes Block" on OPS as having the Average Grant Rate applicable to a "Social Rent (SSH)" dwelling;

SR Dwelling means an AHP Dwelling let or to be let at a Social Rent and on terms which comply with the applicable provisions of Condition 11.4.8;

SSH Dwelling means an AHP Dwelling delivered as part of an SSH Project;

SSH Housing means supported and specialist housing acquired, developed or Rehabilitated for the purpose of accommodating the Agreed Client Group;

SSH Minimum Standards means:

- (a) the Certified Design Standards;
- (b) the Certified Sustainability Standards;
- (c) the Minimum Building Safety Standards; and
- (d) any additional standards applicable to the relevant SSH Housing as set out in Section 5 of the Affordable Housing Capital Funding Guide or agreed by the parties on OPS from time to time,

subject to any exemptions approved by the GLA (in its absolute discretion) and recorded on OPS;

SSH Project means a Named Project identified on OPS as a project type comprising "Supported and Specialist Housing";

SSH Project Breach means in respect of an SSH Project either:

- (a) the Grant Recipient disposes of or lets an SSH Dwelling to a person who does not fall within the Agreed Client Group (save where the GLA has provided prior written agreement); or
- (b) the Agreed Support Services are not or will not be delivered due to a reduction or withdrawal of SSH Revenue Funding (save where the GLA has provided prior written agreement);

SSH Revenue Funding means any revenue funding committed to an SSH Project to facilitate the delivery of the Agreed Support Services, as agreed with the GLA and set out in the Named Project Details;

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

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

Start on Site Tranche Grant means subject to Condition 6.3 such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by the GLA through OPS;

Start on Site Tranche Payment Date means in relation to a Named Project such date as the GLA may have accepted in OPS as the date on which a claim for Start on Site Tranche Grant may be made;

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

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

Start Year has the meaning ascribed to it in limb (a) of the definition of "Indicative Proposals";

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

Subsidy means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
 - i a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
 - ii the forgoing of revenue that is otherwise due;
 - iii the provision of goods or services, or the purchase of goods or services; or
 - iv a measure analogous to these,
- (b) confers an economic advantage on one or more economic actors;
- (c) is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services; and
- (d) has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into a trade agreement with which has provisions in respect of public sector funding arrangements;

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

Tenure Type means one of the following tenure types in respect of which the Average Grant Rate is specified at table 3 of the "Affordable Homes Block" on OPS for each AHP Dwelling as a tenure at a:

- (a) "Social Rent ";
- (b) "Social Rent (SSH)";
- (c) "Social Rent (CHAP)";
- (d) "London Living Rent ";
- (e) "London Living Rent (SSH)";
- (f) "Shared Ownership ";
- (g) "Shared Ownership (SSH)";
- (h) "Affordable Rent (SSH)"; or
- (i) "Affordable Rent (CHAP)";

The London Plan means the document entitled "The London Plan – The Spatial Development Strategy for Greater London" published by the GLA in March 2021 (as the same may be amended or updated from time to time);

Total Project Grant means the aggregate of the Named Project Grant paid to and the RCGF Funds used by the Grant Recipient under or in connection with a Named Project;

Tranche means (as applicable) any of the Acquisition Tranche Grant, Start on Site Tranche Grant or the Practical Completion Tranche Grant;

Transparency Commitment means the GLA's commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code;

UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as amended, updated or replaced from time to time;

United Kingdom Competition Requirement means as provided for in Section 29 of the European Union (Future Relationship) Act 2020 and/or such other Legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

Unlawful Subsidy means Subsidy which is in contravention of or is an infringement of the United Kingdom Competition Requirement;

Unprofiled Indicative Dwelling means an LLR Dwelling, AHP Rent Dwelling or SO Dwelling forming part of the Indicative Proposals that has not yet been Profiled into a Named Project in accordance with the requirements of this Agreement;

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

Waiver Condition means provision of satisfactory evidence by the Grant Recipient to the GLA that the relevant Prohibited Act was committed by:

- (a) an employee acting independently of the Grant Recipient;
- (b) a Subcontractor of any tier (or any employee of a Subcontractor not acting independently of the Subcontractor);
- (c) an employee of a Subcontractor of any tier acting independently of such Subcontractor; or
- (d) any person not specified in parts (a), (b) or (c),

and the GLA is satisfied that the Grant Recipient and/or the Subcontractor (as applicable) has taken such action as is appropriate taking in to account the nature and the circumstances of the relevant Prohibited Act. "Acting independently" for these purposes means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant Subcontractor;

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

Withholding Event means an event or circumstance of the type described in Condition 17.1; and

Works means in relation to each Named Project all of the works (including the Start on Site Works, the design, infrastructure works and all other works necessary for obtaining access to the AHP Dwellings) (if any) to be undertaken in order to ensure that the AHP Dwellings are constructed, developed, repaired, converted, refurbished and/or Rehabilitated (as applicable) in accordance with the Named Project Details.

1.2 Interpretation

- 1.2.1 Words denoting any gender include all other genders.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, section heading or annexure is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule or section heading of this Agreement.
- 1.2.4 Any reference to this Agreement or to any other document or publication shall include (except where expressly stated otherwise) any variation, amendment or supplement to or restatement of such document or publication to the extent that

such variation, amendment, supplement or restatement is not prohibited under the terms of this Agreement.

- 1.2.5 Any reference to any enactment, order, direction, determination, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, direction, determination, regulation or instrument as amended, replaced, consolidated or re-enacted.
- 1.2.6 A reference to a person includes firms, partnerships and corporate bodies and their successors and permitted assignees or transferees.
- 1.2.7 Headings are for convenience of reference only.
- 1.2.8 A party means a party to this Agreement.
- 1.2.9 The words includes or including are to be construed without limitation.
- 1.2.10 Where any discretion is granted by this Agreement to any party, that party shall be entitled to exercise that discretion freely and without fetter (implied or otherwise).
- 1.2.11 A paragraph in a Schedule shall be construed as reference to a paragraph in that particular Schedule.
- 1.2.12 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.13 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing (including by email) and signed (or sent, if by email) by (if relevant) the officer stipulated in this Agreement or such other person as may be specified by the GLA by notice in writing to the Grant Recipient.
- 1.2.14 An obligation to do anything includes an obligation to procure its being done.
- 1.2.15 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.16 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.17 The terms "Site", "Named Project" and "Named (Indicative) Project" include each and every part of it.
- 1.2.18 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner and any reference to the exercise of discretion by the GLA shall be construed as permitting the GLA to exercise its discretion freely and without constraint of any kind.

- 1.2.19 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.20 The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the GLA for the acts or omissions of any Grant Recipient Party as if they were the acts or omissions of the Grant Recipient.
- 1.2.21 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.22 The terms "Agreement Funding" "Allocated Total Grant" "Allocated Net Grant" "Capital Grant", "Named Project Grant" "Recoverable Project Grant" and "Total Project Grant" shall (unless the context precludes such interpretation) include every Tranche thereof.
- 1.2.23 Any reference to Section 8 of the Affordable Housing Capital Funding Guide in this Agreement refers to the section entitled "Resident Ballots for Estate Regeneration Projects" of such guide.
- 1.2.24 Any terms used in the definition of "Subsidy" shall, unless the context requires otherwise, be construed as having the meaning given to them in the EU-UK Trade and Cooperation Agreement.
- 1.2.25 Any reference to a Section and/or a Chapter of the Affordable Housing Capital Funding Guide in this Agreement shall refer to any successor, replacement or amendment of such Section or Chapter from time to time.
- 1.2.26 A reference to "average" under this Agreement is a reference to the calculation of the mean average.
- 1.2.27 Where the term "average of the grant rates" is used, each grant rate shall be treated as including any RCGF Funds used in respect of the relevant AHP Dwelling.
- 1.2.28 Where the Grant Recipient is delivering or will deliver any SSH Dwelling or CHAP Dwelling as an AHP Rent Dwelling and the GLA has agreed on OPS that the tenant of such dwelling may be granted a licence, the use of the term "let" or "letting" in this Agreement shall be construed as including the grant or granting of a licence.

2 Purpose

2.1 In consideration of the sum of £1 (receipt of which the GLA hereby acknowledges), the GLA has agreed to:

2.1.1 make the Allocated Net Grant available to the Grant Recipient; and

2.1.2 permit the Grant Recipient to use the Allocated RCGF Funds,

to enable the Grant Recipient to provide the AHP Dwellings subject to and in accordance with the terms and conditions of this Agreement.

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

2.3 The parties acknowledge and agree that any CHAP Dwelling set at an Affordable Rent must be let to persons who fall within the Homeless Household Client Group and any failure to comply with this term constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination (or any successor provision to that paragraph).

3 Acknowledgements, Representations and Warranties

3.1 Without prejudice to any other term of this Agreement, the Grant Recipient:

3.1.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;

3.1.2 represents and warrants in the terms set out in Part 2 of Schedule 1 to the GLA on the date hereof and on each day during the currency of this Agreement; and

3.1.3 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

4 Subsidy

4.1 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and does not give rise to Subsidy.

4.2 Notwithstanding anything in this Agreement, the GLA shall only provide any Named Project Grant to the extent that such payment does not give rise to Unlawful Subsidy.

4.3 Notwithstanding Conditions 4.1 and 4.2 of this Agreement if any Named Project Grant is found to constitute Unlawful Subsidy (or is under investigation or subject to judicial proceedings in relation to Unlawful Subsidy) then:

4.3.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Named Project Grant and the terms of this Agreement to the extent necessary to ensure that no Unlawful Subsidy subsequently arises from it; and/or

- 4.3.2 the parties shall promptly cooperate in good faith to provide evidence that the Named Project Grant (or the restructured Named Project Grant) does not or will not give rise to Unlawful Subsidy.
- 4.4 If any Named Project Grant is found to constitute Unlawful Subsidy and/or is not capable of being restructured so as to be compliant then the Grant Recipient must repay any sum of Unlawful Subsidy plus such interest as is prescribed by the United Kingdom Competition Requirements within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.
- 4.5 If, following the date of this Agreement, the law requires the GLA to amend this Agreement to comply with the United Kingdom Competition Requirements then the GLA may, acting reasonably, provide written notice to the Grant Recipient to vary this Agreement to the extent necessary to comply with such change in law.
- 5 Indicative Proposals**
- 5.1 The Grant Recipient confirms that such details of its proposals for the development of a specified number of further AHP Rent Dwellings, LLR Dwellings and/or SO Dwellings, including delivery timescales, as are required by the GLA have been uploaded onto OPS by the date of this Agreement.
- 5.2 Where the proposals referred to in Condition 5.1 are accepted by the GLA through OPS, they will become Indicative Proposals for the purposes of this Agreement with effect from the date of their acceptance by the GLA in OPS and the provisions Conditions 5.3 to 5.11 (inclusive) shall apply.
- 5.3 The Grant Recipient must ensure that the Indicative Proposals are worked up so that the Annual Committed Number of Unprofiled Indicative Dwellings are:
- 5.3.1 Profiled into Named Projects on OPS in accordance with the procedures set out in Condition 6.1; and
- 5.3.2 achieve Start on Site in the relevant Start Year.
- 5.4 If the Grant Recipient fails (or in the opinion of the GLA, acting reasonably, is likely to fail) to comply with its obligations under Condition 5.3, the GLA shall (without prejudice to its other rights under this Agreement) be entitled to:
- 5.4.1 reduce the Indicative Allocation by the Reduction Amount and shall have no further obligation to the Grant Recipient in relation to any Non Start Indicative Dwelling (or any aggregation thereof); and/or
- 5.4.2 instigate an Interim Reconciliation Exercise.
- 5.5 Once Unprofiled Indicative Dwellings have been Profiled into one or more Named Projects on OPS in accordance with Condition 6.1.2 and accepted by the GLA, the Indicative Allocation shall be reduced by an amount equal to the Named Project Grant allocated to those Named (Indicative) Projects.
- 5.6 Any reduction in the Indicative Allocation made pursuant to Condition 5.4.2 will result in a commensurate reduction in the Allocated Total Grant.

- 5.7 The Grant Recipient confirms that it has received, through OPS, confirmation of the Average Grant Rate for each Tenure Type and the Grant Recipient acknowledges and agrees that it will use all reasonable endeavours to ensure that by the date that the final Unprofiled Indicative Dwelling is Profiled into a Named Project in accordance with the requirements of this Agreement, the average of the grant rates (set out on OPS) applied to all AHP Dwellings comprised in Named (Indicative) Projects by Tenure Type will be equal to or less than the Average Grant Rate for that Tenure Type.
- 5.8 The Grant Recipient may, with the consent of the GLA (to be provided in its absolute discretion), be entitled to upload additions to the Indicative Proposals on OPS.
- 5.9 In accepting any additions to the Indicative Proposals, the GLA shall be entitled to adjust OPS to reflect the additions to the Indicative Proposals including adjustment to:
- 5.9.1 the Allocated Net Grant;
 - 5.9.2 the Average Grant Rates;
 - 5.9.3 the Indicative Allocation; and
 - 5.9.4 the Annual Committed Number for the applicable Start Year(s).
- 5.10 If the GLA (in its absolute discretion) rejects the submission of additions to the Indicative Proposals on OPS, such additions shall be disregarded and the Agreement shall continue on the basis of the Indicative Proposals set out on OPS prior to the submission of any additions pursuant to Condition 5.8.
- 5.11 If the GLA has exercised its rights under Condition 5.4.1, such Non Start Indicative Dwellings shall be deemed to be removed from the Indicative Proposals.

6 **Named Projects**

- 6.1 The Grant Recipient must ensure:
- 6.1.1 that it has uploaded such details as are required for each proposed Named Project forming part of the Original Approved Bid onto OPS prior to the date of this Agreement; and
 - 6.1.2 that the Annual Committed Number of Unprofiled Indicative Dwellings within a Start Year are incorporated into one or more Named Projects and uploaded onto OPS by no later than the 30 June in the relevant Start Year

in each case such details to include (but not be limited to) the anticipated Development Costs, the relevant grant rates for each Tenure Type, the proposed Milestones and where the relevant project is accepted by the GLA through OPS, it will become a Named Project for the purposes of this Agreement with effect from the date of its acceptance by the GLA in OPS.

- 6.2 The Grant Recipient represents and warrants to the GLA in relation to each Named Project that:
- 6.2.1 the Named Project:

- (a) is in its opinion (acting reasonably) deliverable in accordance with the Named Project Delivery Timetable; and
- (b) comprises no Public Sector Funding beyond that identified in the Named Project Details;
- (c) is or will at the point of Practical Completion be compliant with the AHP Minimum Standards;
- (d) where it is an SSH Project:
 - i will only comprise of dwellings which comply with any criteria, standards or commitments set out in the Named Project Details in respect of the relevant Agreed Client Group or SSH Housing;
 - ii does not and will not (when delivered) fall in whole or in part within the definition of a Residential Care Home;
 - iii in respect of which the Named Project Details identify that SSH Revenue Funding is committed to the SSH Project:
 - A such SSH Revenue Funding has been secured; or
 - B insofar as the Grant Recipient is aware (or ought to be aware, having made all reasonable and proper enquiries) the SSH Revenue Funding will be secured within any timescales necessary to deliver the Agreed Support Services in accordance with the Named Project Details;

6.2.2 the Grant Recipient:

- (a) possesses or will possess a Secure Legal Interest in the Site;
- (b) has obtained all necessary Consents as are then required for the lawful acquisition, development and/or Rehabilitation (as applicable) of the Named Project and for the delivery of the Named Project in accordance with the Named Project Details;
- (c) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project;
- (d) is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
- (e) has not nor have any of its officers made a Section 114 Report nor is it aware of any circumstances which would give rise to the making of a Section 114 Report;
- (f) will comply with any requirements of the Minimum Building Safety Standards applicable to the AHP Dwellings comprised within the Named Project by Practical Completion;

- 6.2.3 the rent levels for any:
- (a) SR Dwelling within the Named Project shall be set at or below a rent calculated in accordance with the formula for calculating social rents set out in Legislation and (to the extent applicable) in the Rent Standard applicable at the point of letting;
 - (b) AR Dwellings within the Named Project (being an SSH Project or CHAP Project) will be set at or below the Affordable Rent Level applicable at the point of letting; and
 - (c) LLR Dwelling within the Named Project will be set at or below the LLR Rent Levels applicable at the point of letting;
- 6.2.4 the Additionality Condition is satisfied and the Affordable Percentage Condition is or will be satisfied at Practical Completion;
- 6.2.5 it is making proper progress against its Indicative Allocation, assessed by reference to the Grant Recipient's progress against:
- (a) its annual Profiling of the Annual Committed Number set out on OPS;
 - (b) the number of AHP Dwellings comprised within Named (Indicative) Projects which have achieved Start on Site; and
- 6.2.6 the grant attributed to each AHP Dwelling comprising any Named (Indicative) Project will not prejudice the ability of the Grant Recipient to ensure that the average of the grant rates for the AHP Dwellings delivered or to be delivered would be consistent with the Average Grant Rate for each Tenure Type having regard to paragraph 15 of the Agreed Principles.
- 6.3 The GLA may in its absolute discretion vary the percentages attributed to Acquisition Tranche Grant, Start on Site Tranche Grant and Practical Completion Tranche Grant from time to time save that, subject to Condition 6.4, no such variation will take effect in relation to any Tranche which has already been paid.
- 6.4 In exceptional circumstances, the GLA may consider providing an additional tranche of funding for a Named Project outside of the Tranches. In allowing the Grant Recipient to claim an additional tranche (which shall be in GLA's absolute discretion), the GLA shall be entitled to require the Grant Recipient to make additional representations and warranties as a condition of such claim. Any claim for additional tranche shall have due regard to paragraph 12 of Part 1 of Schedule 1 and GLA's rights under Condition 6.3.
- 6.5 Under no circumstances shall the GLA be obliged to accept any Named Project if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient financial resources available to it (taking account inter alia of its commitments under the AHP 2021-26 or other programme commitments) to provide Named Project Grant in relation to the relevant project.
- 6.6 The GLA shall not be obliged to accept any project uploaded onto OPS pursuant to Condition 6.1.2 where the Grant Recipient is failing to perform against the Approved Bid and/or any Previous AHP Programme.

7 Changes to Named Projects and Required Affordable Percentage

The parties may from time to time agree changes to the Named Project Details and/or the Required Affordable Percentage and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named Project Details and/or the Required Affordable Percentage in OPS and the confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Named Project Details and/or the Required Affordable Percentage as they existed prior to the changes proposed under this Condition 7.

8 Time extensions

8.1 Where a Milestone Failure occurs or is in the opinion of the GLA reasonably likely to occur (having regard to any information provided pursuant to any of Conditions 10.1.4, 11.3 or 12) and:

8.1.1 where such failure is directly caused by a Milestone Extension Event the GLA shall, subject always to Condition 8.3, extend the relevant Milestone Date and associated Named Project Completion Date by such period as it (acting reasonably) considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or

8.1.2 where such failure is not directly caused by a Milestone Extension Event, the GLA shall notify the Grant Recipient of the Milestone Failure and the parties shall within thirty (30) Business Days of such notification seek to agree revised Milestone Dates and:

(a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates on OPS in accordance with Condition 7; or

(b) where revised Milestone Dates are not agreed within such period the Milestone Failure shall be treated for grant recovery purposes as a Project Default under Condition 19.2.17.

8.2 The GLA shall not be obliged to extend a Milestone Date:

8.2.1 unless a Milestone Extension Event exists; or

8.2.2 in circumstances where such extension would (when taken individually or together with other extensions in relation to the Grant Recipient) in the GLA's reasonable opinion materially and adversely affect the delivery of the Approved Bid or (when taken individually or together with other extensions allowed in relation to the Grant Recipient or other grant recipients of the AHP 2021-26) materially and adversely affect the GLA's projected expenditure profile in relation to any year of the AHP 2021-26 and in particular (but without limitation) such expenditure profile in relation to the last Quarter of the relevant Financial Year.

8.3 Save where the GLA has accepted a later date on OPS, the GLA shall not under any circumstances be required or obliged to extend a Named Project Start Date beyond 31

March 2026 and/or a Named Project Practical Completion Date beyond 31 March 2028 but may in its absolute discretion elect to do so.

9 Additional Projects

9.1 The parties shall be entitled from time to time to agree to add Additional Projects to those Named Projects comprised within the Original Approved Bid.

9.2 Where Condition 9.1 applies, the Grant Recipient shall submit to the GLA through OPS such details of the proposed Additional Project as the GLA may require. In submitting such details, the Grant Recipient makes the same representations and warranties in relation to the proposed Additional Project as it makes to the GLA pursuant to Condition 6.2.

9.3 The GLA shall consider the Additional Project and if the GLA (in its absolute discretion) is satisfied:

9.3.1 with the information provided;

9.3.2 the level of grant funding requested;

9.3.3 with the Grant Recipient's performance in relation to the Approved Bid and any Previous AHP Programme;

9.3.4 that no Default Event subsists; and

9.3.5 with such other matters as the GLA may from time to time determine,

the GLA shall be entitled (but not obliged) to accept the Additional Project into the Approved Bid and shall confirm such acceptance to the Grant Recipient through OPS.

9.4 With effect from the Additional Project Acceptance Date:

9.4.1 the Additional Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions;

9.4.2 the details set out by the Grant Recipient in respect of the Additional Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement; and

9.4.3 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such new Named Project.

9.5 If the GLA agrees to make available any grant funding in relation to an Additional Project, the Allocated Total Grant will be deemed to be adjusted by the Total Project Grant agreed by the GLA in OPS in relation to the new Named Project but the Indicative Allocation will remain unchanged.

10 Delivery Obligations

10.1 The Grant Recipient must in relation to each Named Project:

10.1.1 carry out the acquisition of the Site (where applicable), procure and diligently pursue the completion of the Works so that:

- (a) the Named Project is (subject to Condition 8.1) acquired, constructed, delivered and/or Rehabilitated (as applicable) in accordance with the Named Project Delivery Timetable;
 - (b) when delivered, the Named Project fully complies with the Named Project Details; and
 - (c) any applicable requirements of Procurement Law and of the Consents are satisfied;
- 10.1.2 actively market or allocate the SO Dwellings and LLR Dwellings with a view to ensuring (as far as practicable) the disposal or letting of such dwellings to individuals as AHP Housing at Practical Completion (or as soon as reasonably possible thereafter);
- 10.1.3 advertise all SO Dwellings and LLR Dwellings through the portal at <https://www.london.gov.uk/what-we-do/housing-andland/homes-londoners/search/> or such other website address notified by the GLA to the Grant Recipients from time to time;
- 10.1.4 promptly notify the GLA in writing of any failure or likely failure to comply with Condition 10.1; and
- 10.1.5 procure that prior to any AHP Dwelling comprised in the relevant Named Project being occupied, any certifications required under any building safety Legislation arising out of the Building Safety Act 2022 in respect of the Named Project (or any part thereof) are obtained (including certification that the AHP Dwelling has passed "Gateway 3" or any similar or comparable stage in construction identified in any applicable Legislation).
- 10.2 Where a Named Project is an Estate Regeneration Project the Grant Recipient must:
 - 10.2.1 comply with the obligations set out in Section 8 of the Affordable Housing Capital Funding Guide; and
 - 10.2.2 provide the GLA with either:
 - (a) the Compliance Checklist, where the Resident Ballot Requirement applies; or
 - (b) in any other circumstances, the Exemption Certificate,

before the Start on Site Tranche Grant is claimed pursuant to Condition 14.1.
- 10.3 The Grant Recipient must deliver the Named Projects in compliance with the AHP Minimum Standards.
- 10.4 The Grant Recipient will comply with any requirements of the GLA in respect of the implementation and operation of DQHAP and POE processes and in particular the Grant Recipient shall:

- 10.4.1 provide the GLA with a copy of the DQHAP within such timeframe as is specified in any notice provided by the GLA in respect of the implementation of the DQHAP;
 - 10.4.2 implement the DQHAP and provide evidence (satisfactory to the GLA, acting reasonably) of such implementation within 12 months from the date of acceptance of the DQHAP by the GLA or within such other timeframe that the GLA agrees in its absolute discretion;
 - 10.4.3 carry out a POE (at the Grant Recipient's own cost) within the timeframes set out in any notice provided by the GLA in respect of the implementation of the POE; and
 - 10.4.4 provide the results of a POE to the GLA as soon as practicable following the conclusion of the POE pursuant to Condition 10.4.3.
- 10.5 Where in the GLA's opinion (acting reasonably) the Grant Recipient fails to comply with the provisions of Condition 10.4 (a **DQHAP/POE Breach**):
- 10.5.1 the Grant Recipient must submit for approval its proposed remediation plan (the **Remediation Plan**) to the GLA within fifteen (15) Business Days of the GLA's written notice of the requirement for such Remediation Plan setting out the Grant Recipient's proposals for the steps to be taken to remedy or mitigate the effects of the DQHAP/POE Breach and a basis for testing whether this has been achieved within the three month period following the DQHAP/POE Breach;
 - 10.5.2 the GLA will notify the Grant Recipient as to whether the Remediation Plan is approved as submitted within ten (10) Business Days of its receipt;
 - 10.5.3 if the Remediation Plan is not approved, senior representatives of the parties must meet as soon as practicable (and in any event within ten (10) Business Days of the GLA's notification under Condition 10.5.2 or such later date as the GLA may agree) to try to agree a revised Remediation Plan. In default of agreement, or where no Remediation Plan is submitted to the GLA within the requisite timeframe, Condition 17.1.14 shall apply;
 - 10.5.4 if the Remediation Plan is approved, the Grant Recipient must comply with the obligations set out in the Remediation Plan; and
 - 10.5.5 within five (5) Business Days of the end of the three month period from the date of the DQHAP/POE Breach, senior representatives of the parties must meet to review the efficacy of the Remediation Plan in remedying or mitigating the effects of the breach. If in the opinion of the GLA (acting reasonably) the Remediation Plan has not been effective or has not been complied with, the GLA shall be entitled in its absolute discretion either to extend the timeframe for the Remediation Plan's operation or to declare that the Remediation Plan has failed in which case Condition 17.1.14 shall apply.
- 10.6 The Grant Recipient acknowledges that data collected as a result of the POE will be published by the GLA on the London Datastore and the Grant Recipient consents to such publication.

11 Operational Obligations

- 11.1 In delivering the Named Projects and in operating and administering the Named Project after Practical Completion, the Grant Recipient must observe and comply with Legislation, the applicable terms of the Affordable Housing Capital Funding Guide, the Recovery Determination and the Consents.
- 11.2 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by him) shall have at all reasonable times and upon giving reasonable notice the right to enter onto the Site and to take such action as they consider appropriate to inspect the progress of the Named Project and to monitor compliance by the Grant Recipient with its obligations under this Agreement.
- 11.3 The Grant Recipient must notify the GLA in writing (save in respect of Conditions 11.3.1 and 11.3.2, where notification is required to be given through OPS):
- 11.3.1 immediately once a Milestone has been achieved with respect to each Named Project;
 - 11.3.2 immediately, in the event of the receipt by it of any other Public Sector Funding or guarantees of it, or the offer of the same, in respect of a Named Project (or any part of it) beyond any amount of Public Sector Funding notified to the GLA by the Grant Recipient pursuant to Condition 6.1 or Condition 9.2;
 - 11.3.3 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect;
 - 11.3.4 promptly of any Change in Control relating to the Grant Recipient which it anticipates will occur in next following six month period;
 - 11.3.5 of any other event or circumstance in relation the Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require; and
 - 11.3.6 immediately as soon as the Grant Recipient becomes aware that the Additionality Condition or the Affordable Percentage Condition will no longer be satisfied.
- 11.4 Without prejudice to Condition 11.1, the Grant Recipient must in operating and administering the Named Project after Practical Completion:
- 11.4.1 not use the AHP Dwellings for any purpose other than the Agreed Purposes without the GLA's prior written consent;
 - 11.4.2 subject always to compliance with the applicable LLR Rent Level, not charge a higher initial rent in relation to a LLR Dwelling than the London Living Rent as set out in the relevant Named Project Details, review the LLR Rent Levels each Financial Year and ensure that the rent for each LLR Dwelling:
 - (a) continues to be:
 - i set and charged in accordance with the criteria of the London Living Rent; and

- ii increased by no more than the percentage increase in CPI over the twelve (12) month period which ends three (3) calendar months prior to the relevant rent increase date; and
 - (b) on any re-let is set in accordance with the then applicable LLR Rent Level (or lower);
- 11.4.3 subject to any contrary requirement of Legislation comply with the Rent Standard in respect of the SR Dwellings and the AR Dwellings (to the extent applicable);
- 11.4.4 comply with the Tenancy Standard in respect of the SR Dwellings, AR Dwellings and the LLR Dwellings (to the extent applicable);
- 11.4.5 observe and comply with the requirements of the Affordable Housing Capital Funding Guide (and where applicable, the SO Consultation Outcome) in relation to:
 - (a) any disposal of an SO Dwelling and ensure that such disposal takes effect only at arm's length and on market terms;
 - (b) (save where expressly agreed with the prior written consent of the GLA, in its absolute discretion) the form and content of any Shared Ownership Lease granted by or to be granted by the Grant Recipient in relation to an AHP Dwelling;
 - (c) the purpose, target group (including any eligibility requirement), letting, rents, management or disposal of AHP Rent Dwellings and/or LLR Dwellings (as applicable); and
 - (d) the nature of the housing and/or housing product (as described in the Affordable Housing Capital Funding Guide) being funded pursuant to this Agreement;
- 11.4.6 comply at its own cost with the GLA's requirements in relation to Compliance Audit;
- 11.4.7 in relation to AHP Housing, participate in the CORE system from time to time (including recording any lettings made together with any sales of stock including outright sales and shared ownership sales but excluding any sales of additional equity to the current shared owner);
- 11.4.8 in relation to each AHP Rent Dwelling use the most appropriate form of tenancy (or in the case of an SSH Dwelling or CHAP Dwelling and where agreed by the GLA in its absolute discretion in OPS, licence) having regard to the terms of the Tenancy Standard and the efficient use of public funds;
- 11.4.9 ensure that all LLR Dwellings are made available solely to LLR Tenants as LLR Dwellings and ensure that prior to any change to that purpose or to any disposal they are offered for sale to the then current LLR Tenant;

- 11.4.10 ensure that all AHP Rent Dwellings are made available on terms which comply with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation and any other relevant guidance issued by the Regulator (as any of the same may be amended or updated from time to time);
 - 11.4.11 ensure that where a Named Project is subject to the Resident Ballot Requirement, the proposals set out in the Landlord Offer are complied with; and
 - 11.4.12 comply with any Legislation, instructions, direction, conditions, regulations and guidance issued by any Regulatory Body which are in force and apply in England in relation to building safety.
- 11.5 The Grant Recipient shall ensure that the GLA's requirements from time to time in relation to public relations and publicity for capital projects (including Site signage) as notified to the Grant Recipient from time to time or otherwise as included in the Affordable Housing Capital Funding Guide are observed and implemented in respect of each Named Project.
- 11.6 In discharging its obligations or making any representation or warranty under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Approved Bid and with proper regard to the need for efficiency in the use of public funds.
- 11.7 The Grant Recipient must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and comply with the GLA's anti-fraud and corruption policies, a copy of which is available here: <https://www.london.gov.uk/about-us/governance-and-spending/good-governance/our-procedures>, in each case as the GLA or the relevant industry body may update from time to time.
- 11.8 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 11 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.
- 11.9 In relation to any SSH Project the Grant Recipient acknowledges and agrees that:
- 11.9.1 each SSH Dwelling must solely be disposed of or let to (as applicable) individuals which fall within the Agreed Client Group;
 - 11.9.2 where the Named Project Details identify that SSH Revenue Funding is committed to the SSH Project:
 - (a) the Grant Recipient must secure the relevant SSH Revenue Funding within such timescales as may be necessary to deliver the Agreed Support Services in accordance with the Named Project Details; and
 - (b) if any body which has committed the SSH Revenue Funding withdraws or reduces (or the Grant Recipient believes they are likely to withdraw or reduce) such SSH Revenue Funding, the Grant Recipient must:
 - i promptly notify the GLA;

ii without prejudice to the GLA's rights under Conditions 17, 18 and 19 (and without any expectation that the GLA would provide further funding) the parties will work together to identify whether:

A the SSH Project can still be delivered in accordance with this Agreement; or

B alternative arrangements can be made to allow the SSH Project or a substantially similar project to be delivered,

and the Grant Recipient will promptly co-operate with the GLA in respect of any discussions or arrangements undertaken pursuant to Condition 11.9.2(b) and will amend the Named Project Details on OPS accordingly and/or document and effect any alternative arrangements agreed by such other means as the GLA may determine.

11.9.3 will comply with any requirements of Section 5 of the Affordable Housing Capital Funding Guide which apply from time to time to any SSH Project; and

11.9.4 will provide the GLA with Exemption Evidence prior to the occupation of any SSH Dwelling or CHAP Dwelling which comprises Exempt Accommodation.

11.10 The parties acknowledge that in setting an Affordable Rent Level in respect of any SSH Dwelling, it may not be possible for the Grant Recipient to identify a comparable market rent for an equivalent property of the relevant size and location (an **Equivalent Property**) in the Broad Market Rental Area. In such a case the Grant Recipient will submit to the GLA a comparable market rent based on Equivalent Properties in alternative comparator areas (the **Alternative Market Rent**). If the GLA (acting reasonably) does not approve the Grant Recipient's proposed Alternative Market Rent, the Grant Recipient will engage a valuer to identify a comparable market rent from areas outside the Broad Market Rental Area and determine the market rent that will be applicable to the SSH Dwelling in the Broad Market Rental Area (the **Comparable Market Rent**). In the circumstance contemplated in this Condition 11.10 the Grant Recipient should set the Affordable Rent Level by reference to the Comparable Market Rent.

12 **Review, Monitoring and Reporting**

12.1 The Grant Recipient must promptly advise the GLA when any circumstance occurs which may:

12.1.1 impact adversely on the Grant Recipient's ability to deliver any Named Project in accordance with the terms of this Agreement; and/or

12.1.2 impact adversely on the Grant Recipient's ability to Profile the Unprofiled Indicative Dwellings into Named Projects; and/or

12.1.3 constitute a Default Event or a breach of any term of this Agreement; and/or

12.1.4 give rise to the making of a Section 114 Report or the issue of a Section 15 Direction.

- 12.2 The Grant Recipient shall attend a review meeting when required to do so by the GLA acting reasonably and the GLA shall provide the Grant Recipient with written details of the matters to be discussed at the review meeting timeously in advance of such meeting.
- 12.3 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 12 and shall use all reasonable endeavours to ensure the accuracy of any information provided.
- 12.4 The Grant Recipient must keep OPS fully updated and ensure that it accurately reflects the agreed Approved Bid and Named Project Details from time to time.
- 12.5 The Grant Recipient shall promptly:
- 12.5.1 participate in any evaluation of AHP 2021-26 that DLUHC or the GLA or its or their agents may require from time to time;
 - 12.5.2 supply (subject always to its data protection obligations under Condition 21) any information and data required by DLUHC, the GLA or its or their agents in respect of any such evaluation, which may include information/data pertaining to any AHP Dwellings (including, inter alia, addresses and tenures of such dwellings); and
 - 12.5.3 update OPS accurately with such information as may be requested by the GLA from time to time (acting reasonably) in connection with the terms of this Agreement.
- 12.6 The GLA is entitled from time to time to conduct a review and reconciliation exercise (**Interim Reconciliation Exercise**) to:
- 12.6.1 assess the Grant Recipient's progress in the Profiling of the Unprofiled Indicative Dwellings to Named Projects and in delivering the resulting Named (Indicative) Projects as against each Annual Committed Number; and/or
 - 12.6.2 assess the average of the grant rates applied to the AHP Dwellings of each Tenure Type comprised in each Named (Indicative) Project against the Average Grant Rates.
- 12.7 If, as a result of an Interim Reconciliation Exercise, the GLA determines, acting reasonably, that either:
- 12.7.1 the Grant Recipient is failing, or in the opinion of the GLA (acting reasonably) is likely to fail, to Profile the Annual Committed Number into Named Projects in any Start Year in accordance with the timeframes set out in Condition 6.1 or is unlikely to achieve Start on Site in respect of the Annual Committed Number in any Start Year; or
 - 12.7.2 it is unlikely in the opinion of the GLA that by 31 March 2026 the average of the grant rates attributed to the AHP Dwellings (by Tenure Type) in the Named (Indicative) Projects will equal or be lower than the Average Grant Rates for each Tenure Type,

a default shall be deemed to occur (**Interim Reconciliation Default**) and the provisions of Conditions 19.7 and 19.8 shall apply.

- 12.8 Within 3 months following 31 March 2028 (or such later date as the GLA may specify), the GLA shall carry out a final reconciliation exercise (**Final Reconciliation Exercise**) to determine whether:
- 12.8.1 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the LLR (Standard) Dwellings in all Named (Indicative) Projects being divided by the number of LLR (Standard) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for an LLR (Standard) Dwelling specified on OPS;
 - 12.8.2 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the LLR (SSH) Dwellings in all Named (Indicative) Projects being divided by the number of LLR (SSH) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a LLR (SSH) Dwelling specified on OPS;
 - 12.8.3 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Social Rent (Standard) Dwellings in all Named (Indicative) Projects being divided by the number of Social Rent (Standard) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a Social Rent (Standard) Dwelling specified on OPS;
 - 12.8.4 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Social Rent (SSH) Dwellings in all Named (Indicative) Projects being divided by the number of Social Rent (SSH) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a Social Rent (SSH) Dwelling specified on OPS;
 - 12.8.5 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Social Rent (CHAP) Dwellings in all Named (Indicative) Projects being divided by the number of Social Rent (CHAP) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a Social Rent (CHAP) Dwelling specified on OPS;
 - 12.8.6 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Shared Ownership (Standard) Dwellings in all Named (Indicative) Projects being divided by the number of Shared Ownership (Standard) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a Shared Ownership (Standard) Dwelling specified on OPS;
 - 12.8.7 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Shared Ownership (SSH) Dwellings in all Named (Indicative) Projects being divided by the number of Shared Ownership (SSH) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for a Shared Ownership (SSH) Dwelling specified on OPS;

- 12.8.8 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Affordable Rent (SSH) Dwellings in all Named (Indicative) Projects being divided by the number of Affordable Rent (SSH) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for an Affordable Rent (SSH) Dwelling specified on OPS; and
- 12.8.9 the figure which results from the aggregate grant paid and any RCGF Funds used in respect of the Affordable Rent (CHAP) Dwellings in all Named (Indicative) Projects being divided by the number of Affordable Rent (CHAP) Dwellings actually delivered in all Named (Indicative) Projects is equal to or less than the Average Grant Rate for an Affordable Rent (CHAP) Dwelling specified on OPS.
- 12.9 Where the reconciliation exercise carried out under Condition 12.8 confirms that the average of the actual grant paid and RCGF Funds used across the Named (Indicative) Projects delivered for a Tenure Type is more than the Average Grant Rate allocated to that Tenure Type (**Grant Rate Default**), the provisions of Condition 18.2.8 shall apply.
- 12.10 The parties acknowledge and agree that the GLA may from time to time review whether the Grant Recipient continues to meet the requirements for Investment Partner status and the Grant Recipient will co-operate with such review and will provide GLA with such further information, evidence and/or explanation with respect to any such review as the GLA may request.
- 12.11 The Grant Recipient shall, on request from the GLA, upload such details as the GLA may require onto OPS (or provide such details in another format as agreed by the GLA in its absolute discretion) of any Additional Affordable Housing Dwellings being delivered by the Grant Recipient.
- 13 **Disposals**
- 13.1 The Grant Recipient must provide the GLA with a Disposal Notification prior to a Disposal taking place.
- 13.2 The Grant Recipient will:
- 13.2.1 use all reasonable endeavours to ensure that that any person providing the Disposal Notification, Compliance Checklist or any other notifications or certificates from the Grant Recipient to the GLA (**the Grant Recipient Notifications**) is a senior officer of the Grant Recipient with access to the information and knowledge needed accurately to give the information required; and
- 13.2.2 notify the GLA if it becomes aware that:
- (a) the Grant Recipient Notifications are erroneous in any material respect;
- (b) the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) have changed so that such document is no longer correct in all material respects; or

(c) an Exemption Certificate expires.

14 Grant Claim Procedures

- 14.1 Subject to a Named Project having reached the Acquisition Tranche Payment Date, the Grant Recipient may apply to the GLA for the Acquisition Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 14.2 In submitting an application pursuant to Condition 14.1, the Grant Recipient is deemed to:
- 14.2.1 represent and warrant to the GLA that it possesses a Secure Legal Interest;
 - 14.2.2 represent and warrant to the GLA that the Acquisition Milestone has been achieved and that such date is no later than that submitted in OPS by the Grant Recipient and accepted by the GLA (in its absolute discretion);
 - 14.2.3 repeat the representations and warranties set out in Condition 6.2;
 - 14.2.4 represent and warrant to the GLA that all notifications, confirmations and certifications made or to be made by the Grant Recipient in OPS in relation to the Named Project have been, are or will be correct in all material respects;
 - 14.2.5 represent and warrant to the GLA that the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;
 - 14.2.6 represent and warrant to the GLA that no Withholding Event or Default Event has occurred or arisen and the Grant Recipient is in compliance with the terms of this Agreement in all material respects;
 - 14.2.7 represent and warrant that, save where otherwise agreed with the GLA (in its absolute discretion), the Minimum Building Safety Standards have or will be met in respect of the Named Project;
 - 14.2.8 represent and warrant that the AHP Minimum Standards have or will be met in respect of the Named Project; and
 - 14.2.9 represent and warrant that it is not aware of any circumstance which may materially impact its ability to deliver the Annual Committed Number within each Start Year;
 - 14.2.10 represent and warrant that it is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
 - 14.2.11 represent and warrant that it has not nor have any of its officers made a Section 114 Report nor is it aware of any circumstances which would give rise to the making of a Section 114 Report; and
 - 14.2.12 represent and warrant that where the Named Project is an SSH Project:

- (a) such project comprises (or will comprise) only of dwellings which comply with any criteria, standards or commitments set out in the Named Project Details in respect of the relevant Agreed Client Group and/or SSH Housing;
- (b) the Grant Recipient has provided (or will provide) the GLA with the Exemption Evidence before any tenant occupies an SSH Dwelling which comprises Exempt Accommodation;
- (c) the Grant Recipient has complied with its obligations in Condition 11.9.2 (where applicable); and
- (d) such project does not fall in whole or in part within the definition of a Residential Care Home;

14.2.13 represent and warrant that where the Named Project is a CHAP Project:

- (a) each CHAP Dwelling comprised within such project is or will be in a fit condition (subject to ongoing repairs and maintenance) to be occupied for the Agreed Purposes for at least thirty (30) years from the date of its acquisition and does not form part of any known or anticipated plans for demolition within such timeframe; and
- (b) each CHAP Dwelling comprised within such project has been or will be delivered within the boundary of the Grant Recipient's borough, unless otherwise approved by the GLA in writing.

14.3 Subject to a Named Project having reached the Start on Site Tranche Payment Date and where such Named Project is an Estate Regeneration Project, the Estate Regeneration Funding Condition having been satisfied, the Grant Recipient may apply to the GLA for the Start on Site Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.

14.4 In submitting an application pursuant to Condition 14.3 or in the case where Start on Site has been achieved but no sum is payable by way of Start on Site Tranche Grant as determined through OPS, the Grant Recipient is deemed to:

- 14.4.1 repeat the representations and warranties set out in Condition 6.2 (save for Condition 6.2.2(a));
- 14.4.2 represent and warrant to the GLA that it possesses a Secure Legal Interest;
- 14.4.3 represent and warrant to the GLA that Start on Site has been achieved and that such date is no later than that submitted in OPS;
- 14.4.4 represent and warrant to the GLA that all notifications, confirmations and certifications made or to be made by the Grant Recipient pursuant to Condition 13.2 or otherwise in OPS in relation to the Named Project have been, are or will be correct in all material respects;

- 14.4.5 represent and warrant to the GLA that the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;
- 14.4.6 represent and warrants to the GLA that no Withholding Event or Default Event has occurred or arisen and the Grant Recipient is in compliance with the terms of this Agreement in all material respects;
- 14.4.7 represent and warrant to the GLA that either:
- (a) the Named Project is not an Estate Regeneration Project; or
 - (b) the Estate Regeneration Requirement has been or will be complied with and to the best of the Grant Recipient's knowledge (having made all reasonable and proper enquiries):
 - i no material facts or circumstances exist which prejudice such compliance or mean that the Compliance Checklist or the Exemption Certificate (as applicable) is no longer correct in all material respects; and
 - ii the Exemption Certificate remains extant and has not been withdrawn by the GLA;
- 14.4.8 represent and warrant that the Additionality Condition is satisfied and the Affordable Percentage Condition will be satisfied by Practical Completion of a Named Project;
- 14.4.9 represent and warrant that the Grant Recipient is likely to meet its Annual Committed Number for each Start Year;
- 14.4.10 represent and warrant that the AHP Minimum Standards have or will be met in respect of the Named Project;
- 14.4.11 represent and warrant that it is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued;
- 14.4.12 represent and warrant that it has not nor have any of its officers made a Section 114 Report nor is it aware of any circumstances which would give rise to the making of a Section 114 Report; and
- 14.4.13 represent and warrant that where the Named Project is an SSH Project:
- (a) such project comprises (or will comprise) only of dwellings which will comply with any criteria, standards or commitments set out in the Named Project Details in respect of the relevant Agreed Client Group and/or SSH Housing;
 - (b) the Grant Recipient has provided (or will provide) the GLA with the Exemption Evidence before any tenant occupies an SSH Dwelling which comprises Exempt Accommodation;
 - (c) the Grant Recipient has complied with its obligations in Condition 11.9.2 (where applicable); and

- (d) such project does not fall in whole or in part within the definition of a Residential Care Home;

14.4.14 represent and warrant that where the Named Project is a CHAP Project:

- (a) each CHAP Dwelling comprised within such project is or will be in a fit condition (subject to ongoing repairs and maintenance) to be occupied for the Agreed Purposes for at least thirty (30) years from the date of its acquisition and does not form part of any known or anticipated plans for demolition within such timeframe; and
- (b) each CHAP Dwelling comprised within such project has been or will be delivered within the boundary of the Grant Recipient's borough, unless otherwise approved by the GLA in writing.

14.5 Subject to a Named Project having reached the relevant Final Claim Stage by the Practical Completion Tranche Payment Date, the Grant Recipient may apply to the GLA for the Practical Completion Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.

14.6 In submitting an application pursuant to Condition 14.5 or in the case where Practical Completion has been achieved but no sum is payable by way of Practical Completion Tranche Grant as determined through OPS, the Grant Recipient is deemed to repeat the representations and warranties set out in Condition 14.4 (save for Conditions 14.4.2 and 14.4.8) and to further represent and warrant to the GLA that:

- 14.6.1 the Named Project has been procured, designed, constructed and delivered (as applicable) in accordance with the requirements of this Agreement and the AHP Minimum Standards have been met in respect of the Named Project;
- 14.6.2 the Named Project has reached Practical Completion;
- 14.6.3 all confirmations and certifications made or to be made by the Grant Recipient in OPS in relation to the Named Project have been are or will be correct in all material respects;
- 14.6.4 it is a Registered Provider and retains its status as an Investment Partner;
- 14.6.5 it has obtained all Consents necessary for the lawful development of the Named Project in accordance with the Named Project Details as are then required or to the extent that they are not obtained that the Grant Recipient has taken all necessary steps to obtain them, is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;
- 14.6.6 it possesses a Completed Interest in the Site; and
- 14.6.7 the Named Project satisfies the Additionality Condition and the Affordable Percentage Condition.

14.7 Where any Named Project is identified on OPS as being an MMC Project, the parties may agree alternative dates for the payment of Named Project Grant and/or Milestones (which better reflect the nature and characteristics of Modern Methods of Construction) in OPS or in such other medium as the GLA may specify and where this Condition 14.7 applies the GLA reserves the right to:

14.7.1 require that the Grant Recipient makes additional representations and warranties as a condition of any claim for Named Project Grant; and

14.7.2 include any additional delivery obligations having regard to the use of the Modern Methods of Construction.

15 Payment of Grant

15.1 Subject to:

15.1.1 the GLA (acting reasonably) being satisfied with the Grant Recipient's application for payment including the information warranted pursuant to Conditions 14.2, 14.4 and 14.6;

15.1.2 Conditions 15.3 and 17; and

15.1.3 the Condition Precedent having been satisfied,

the GLA shall (resources permitting) pay the Acquisition Tranche Grant, Start on Site Tranche Grant or the Practical Completion Tranche Grant (as applicable) to the Grant Recipient within fifteen (15) Business Days of receipt of a relevant and satisfactory application.

15.2 If the GLA is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Condition 14 and this Condition 15 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

15.3 The GLA shall not be obliged to pay the Grant Recipient in respect of a Named Project any:

15.3.1 Acquisition Tranche Grant before the Acquisition Tranche Payment Date (as confirmed by the GLA through OPS) has occurred;

15.3.2 Start on Site Tranche Grant before the Start on Site Tranche Payment Date (as confirmed by the GLA through OPS) has occurred;

15.3.3 Practical Completion Tranche Grant before the Practical Completion Tranche Payment Date (as confirmed by the GLA through OPS) has occurred;

15.3.4 Tranche if the Named Project has not been accepted by the GLA through OPS;

15.3.5 Tranche if the Named Project has not reached:

- (a) the Acquisition Milestone; or
- (b) Start on Site; or
- (c) Practical Completion,

by the Milestone Date identified in OPS (subject to any extension to such date pursuant to Condition 8.3); or

15.3.6 Tranche if the Named Project does not satisfy the Additionality Condition or is unlikely (in the opinion of the GLA acting reasonably and (where applicable) having regard to the relevant Planning Permission relating to delivery of the dwellings on the Development Site) to satisfy the Affordable Percentage Condition.

15.4 Where the GLA pays Named Project Grant to the Grant Recipient, the Allocated Net Grant shall be reduced by a commensurate amount.

15.5 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be regarded as inclusive of any VAT chargeable thereon.

16 Records and Accounting

16.1 The Grant Recipient shall, as and when requested by the GLA, make available in a timely manner to the GLA where required in connection with this Agreement or the Approved Bid a copy of each of:

16.1.1 all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient for the purposes of this Agreement; and

16.1.2 all such data, materials, documents and accounts created, acquired or brought into existence by the Grant Recipient's officers, employees, agents or consultants relating to the Named Projects and which have been supplied to the Grant Recipient for the purposes of this Agreement.

16.2 On the expiry of this Agreement or (if earlier) upon termination thereof, the Grant Recipient shall if requested to do so deliver up to the GLA all the data, materials, documents and accounts referred to in this Condition 16 which it has in its possession, custody or control and shall procure the handing over to the GLA such data, materials, documents and accounts referred to in Condition 16.1.2 or as otherwise directed by the GLA.

16.3 The Grant Recipient must for a period of ten (10) years from the date upon which it receives or uses the Total Project Grant retain all of the data, documents, materials and accounts referred to in this Condition 16 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.

16.4 The Grant Recipient acknowledges that The Comptroller and Auditor General shall have rights of access to the information referred to in Condition 16 pursuant to the National Audit Act 1983 and the Government Resources and Accounts Act 2000.

16.5 The Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time of:

- 16.5.1 any auditor (whether internal or external) of the GLA; and/or
- 16.5.2 the GLA where the GLA is required under any Legislation to provide any document relating to the Named Projects to any person.

17 Withholding of grant

17.1 Notwithstanding any other term of this Agreement the GLA shall not be obliged to make any payment to the Grant Recipient whether by way of Acquisition Tranche Grant, Start on Site Tranche Grant or Practical Completion Tranche Grant or otherwise where:

- 17.1.1 the Named Project has not been delivered in accordance with the Named Project Details or in accordance with the Named Project Delivery Timetable (in circumstances, where applicable, in which the GLA was unable to agree revised Milestone Dates);
- 17.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in Conditions 14.2, 14.4 and Condition 14.6 (in any case in whole or in part);
- 17.1.3 a Prohibited Act has been committed by or on behalf of the Grant Recipient and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
- 17.1.4 the Grant Recipient is subject to a Section 15 Direction or a Section 114 Report has been made which has or will have a Material Adverse Effect;
- 17.1.5 the Grant Recipient has ceased to operate;
- 17.1.6 the Grant Recipient's status as a Registered Provider or Investment Partner is removed or withdrawn;
- 17.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;
- 17.1.8 where the Grant Recipient is in material breach of this Agreement and has not taken steps to remedy it to the GLA's satisfaction (acting reasonably);
- 17.1.9 the Grant Recipient (either by its own actions or omissions or those of its contractors or agents) harms the GLA's, the AHP 2021-26's or the Mayor of London's reputation or brings the GLA, the AHP 2021-26's or the Mayor of London into disrepute;
- 17.1.10 the Grant Recipient has breached its obligations under any of Conditions 12 or 18;
- 17.1.11 it has become apparent to the GLA that the Grant Recipient is unable to deliver the Approved Bid;
- 17.1.12 It has become apparent to the GLA that Additionality Condition or Affordable Percentage Condition is not or will not be satisfied in relation to a Named Project;

- 17.1.13 the GLA is not satisfied (acting reasonably) with the information provided pursuant to Condition 19.7;
- 17.1.14 the Grant Recipient has failed to submit or, in the opinion of the GLA, failed to implement a Remediation Plan within the requisite timeframes pursuant to Conditions 10.5 or 23.4; or
- 17.1.15 in relation to an SSH Project, any SSH Revenue Funding identified in the Named Project Details is withdrawn or reduced.

18 Repayment of grant

18.1 The parties acknowledge and agree that notwithstanding any other term of this Agreement:

- 18.1.1 the Recovery Determination has effect (mutatis mutandis) in respect of grant paid under this Agreement and that each party has the respective rights and obligations described in such determination;
- 18.1.2 for the purposes of the Recovery Determination the terms of this Agreement represent the conditions attached to the making of Capital Grant; and
- 18.1.3 on the occurrence of a Relevant Event the Grant Recipient must recycle or repay (as applicable) the Capital Grant Recoverable in each case in accordance with the terms of the Recovery Determination.

18.2 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) at its discretion to recover from the Grant Recipient such sum or such part or aggregation thereof as is determined in accordance with Condition 18.3 (the **Recoverable Amount**) in circumstances where:

- 18.2.1 the relevant Tranche has been paid to the Grant Recipient or RCGF Funds have been applied to the Named Project on the basis of a misrepresentation made by or on behalf of the Grant Recipient other than in the circumstances specified in Condition 18.2.3;
- 18.2.2 the GLA has made an overpayment in relation to a Named Project or has made a payment in error to the Grant Recipient;
- 18.2.3 the relevant Tranche has been paid to the Grant Recipient or RCGF Funds have been applied to the Named Project but the GLA becomes aware (whether following the completion of a Compliance Audit or otherwise) that the Grant Recipient has failed to deliver the relevant Named Project in accordance with the agreed Named Project Details;
- 18.2.4 the Grant Recipient has breached its obligations under any of Conditions 10, 11, 12, or 20;
- 18.2.5 a General Termination Event has occurred;
- 18.2.6 a Project Termination Event has occurred; or

18.2.7 the GLA exercised its rights under Condition 19.8.2;

18.2.8 a Grant Rate Default has occurred; or

18.2.9 an Estate Regeneration Default has occurred.

18.3 In the circumstances set out in:

18.3.1 Condition 18.2.5, the Recoverable Amount shall be a sum equivalent to the Agreement Funding;

18.3.2 Conditions 18.2.1, 18.2.4, 18.2.6 or 18.2.9, the Recoverable Amount shall be a sum equivalent to the Recoverable Project Grant for any affected Named Project;

18.3.3 Conditions 18.2.2, the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error as applicable;

18.3.4 Condition 18.2.3, subject always to Condition 18.4 the Recoverable Amount shall be determined in accordance with the following procedure:

(a) the parties (acting in good faith) shall seek to agree within fifteen (15) Business Days of the Non Compliance Notification Date a revised figure for the Total Project Grant figure reflecting the changed nature of the delivered Named Project as against that described in the Named Project Details;

(b) where a revised figure for Total Project Grant is agreed, the Recoverable Amount shall be the product of the following calculation:

$$RA = TPG - RTPG$$

where

RA is the Recoverable Amount;

TPG is the Named Project Grant paid pursuant to Condition 15.1 together with the RCGF Funds applied in respect of the relevant Named Project; and

RTPG is the revised Total Project Grant figure agreed pursuant to Condition 18.3.4(a);

(c) the Grant Recipient shall immediately amend the relevant information on OPS to reflect any agreement reached made pursuant to Condition 18.3.4(a);

(d) where the parties are unable to agree a revised Total Project Grant figure in accordance with Condition 18.3.4(a) the GLA shall be entitled to terminate this Agreement in accordance with Condition 19.6.1 and the Recoverable Amount shall be an amount equal to the Recoverable Project Grant paid pursuant to Condition 15.1 in respect of the relevant Named Project.

Under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 18.3.4(b) results in RA being a negative figure.

18.3.5 Condition 18.2.7, the Recoverable Amount shall be:

- (a) for any Named (Indicative) Project where Practical Completion Tranche Grant has been paid or utilised, an amount equal to the sum of the applicable Deduction Amount (based on Tenure Type), if any, for each AHP Dwelling within such Named (Indicative) Project; and
- (b) for any Named (Indicative) Project in respect of which Practical Completion Tranche Grant has not been paid or utilised, an amount equal to the product of the following calculation:

$$RA = Grant\ Paid - \left(\left(\frac{Grant\ Paid}{Grant\ Allocated} \right) \times Revised\ Grant\ Amount \right)$$

Where

RA means the Recoverable Amount

Grant Paid is the amount equal to the Named Project Grant that has been paid and RCGF Funds utilised in respect of the Named (Indicative) Project

Grant Allocated is the amount of the Total Grant that was allocated to the Named (Indicative) Project prior to the Interim Reconciliation Exercise

Revised Grant Amount is the revised Named Project Grant amount as a result of the Interim Reconciliation Exercise

18.3.6 Condition 18.2.8, the Recoverable Amount shall be the product of the following calculation:

RA = Total London Living Rent (Standard) + Total London Living Rent (SSH) + Total Shared Ownership (Standard) + Total Shared Ownership (SSH) + Total Social Rent (Standard) + Total Social Rent (SSH) + Total Affordable Rent (SSH) + Total Affordable Rent (CHAP)

Where:

RA is the Recoverable Amount

Total London Living Rent (Standard) = LLR (Standard) Paid - (Average LLR (Standard) x LLR (Standard) Delivered)

LLR (Standard) Paid is the total grant paid and RCGF Funds used in respect of all LLR (Standard) Dwellings within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average LLR (Standard) is the Average Grant Rate attributed to the Tenure Type specified as "London Living Rent" on OPS

LLR (Standard) Delivered means the number of LLR (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total London Living Rent (SSH) = LLR (SSH) Paid - (Average LLR (SSH) x LLR (SSH)) Delivered)

LLR (SSH) Paid is the total grant paid and RCGF Funds used in respect of all LLR (SSH) Dwellings within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average LLR (SSH) is the Average Grant Rate attributed to the Tenure Type specified as "London Living Rent (SSH)" on OPS

LLR (SSH) Delivered means the number of LLR (SSH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Shared Ownership (Standard) = SO (Standard) Paid – (Average SO (Standard) x SO (Standard) Delivered)

SO (Standard) Paid is the total grant paid and RCGF Funds used in respect of all SO (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average SO (Standard) is the Average Grant Rate attributed to the Tenure Type specified as "Shared Ownership" on OPS

SO (Standard) Delivered means the number of SO (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Shared Ownership (SHH) = SO (SHH) Paid – (Average SO (SHH) x SO (SHH) Delivered)

SO (SHH) Paid is the total grant paid and RCGF Funds used in respect of all SO (SHH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average SO (SHH) is the Average Grant Rate attributed to the Tenure Type specified as "Shared Ownership (SSH)" on OPS

SO (Standard) Delivered means the number of SO (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Social Rent (Standard) = SR (Standard) Paid - (Average SR (Standard) x SR (Standard) Delivered)

SR (Standard) Paid is the total grant paid and RCGF Funds used in respect of all SR (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average SR (Standard) is the Average Grant Rate attributed to the Tenure Type specified as "Social Rent" on OPS

SR (Standard) Delivered means the number of SR (Standard) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Social Rent (SSH) = SR (SHH) Paid - (Average SR (SHH) x SR (SHH) Delivered)

SR (SHH) Paid is the total grant paid and RCGF Funds used in respect of all SR (SHH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average SR (SHH) is the Average Grant Rate attributed to the Tenure Type specified as "Social Rent (SHH)" on OPS

SR (SHH) Delivered means the number of SR (SHH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Social Rent (CHAP) = SR (CHAP) Paid - (Average SR (CHAP) x SR (CHAP) Delivered)

SR (CHAP) Paid is the total grant paid and RCGF Funds used in respect of all SR (CHAP) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average SR (CHAP) is the Average Grant Rate attributed to the Tenure Type specified as "Social Rent (CHAP)" Tenure Type on OPS

SR (CHAP) Delivered means the number of SR (CHAP) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Affordable Rent (SSH) = AR (SSH) Paid - (Average AR (SSH) x AR (SSH) Delivered)

AR (SSH) Paid is the total grant paid and RCGF Funds used in respect of all Affordable Rent (SSH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average AR (SSH) is the Average Grant Rate attributed to the Tenure Type specified as "Affordable Rent (SSH)" on OPS

AR (SSH) Delivered means the number of Affordable Rent (SSH) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Total Affordable Rent (CHAP) = AR (CHAP) Paid - (Average AR (CHAP) x AR (CHAP) Delivered)

AR (CHAP) Paid is the total grant paid and RCGF Funds used in respect of all Affordable Rent (CHAP) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Average AR (CHAP) is the Average Grant Rate attributed to the Tenure Type specified as "Affordable Rent (CHAP)" Tenure Type on OPS

AR (CHAP) Delivered means the number of Affordable Rent (CHAP) Dwellings that have achieved Practical Completion within each completed Named (Indicative) Project at the date of the Final Reconciliation Exercise

Provided always that where the Total London Living Rent (Standard), Total London Living Rent (SSH), Total Shared Ownership (Standard), Total Shared Ownership (SSH), Total Social Rent (Standard), Total Social Rent (SSH), Total Affordable Rent (SSH) or Total Affordable Rent (CHAP)

is a negative number, it shall be deemed to be zero

- 18.4 Where the GLA (acting reasonably) considers that the Grant Recipient acted fraudulently or dishonestly in claiming the Named Project Grant for or in applying the RCGF Funds to the relevant Named Project, such claim shall be deemed to be a Prohibited Act and the GLA will not be bound by the terms of Condition 18.3.4.
- 18.5 The Grant Recipient must pay the Recoverable Amount to the GLA within ten (10) Business Days of demand together with Interest such Interest to run from the date upon which the Named Project Grant (or relevant part thereof) overpayment or payment in error was paid to the Grant Recipient and/or the RCGF Funds were applied to the Named Project by the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 18.
- 18.6 The Grant Recipient acknowledges and agrees that the Disposal or letting of an AHP Dwelling to any person for any purpose other than the relevant Agreed Purpose or, in the case of any SSH Dwelling, to any person who does not fall within the Agreed Client Group, constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 18.7 The parties acknowledge that the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to this Agreement.
- 18.8 Notwithstanding any other term of this Condition 18, where a payment has been made following an administrative error by the GLA, the Grant Recipient shall not be liable for interest on the amount repayable under Condition 18.5.

19 Default Events and Termination

19.1 Each of the following circumstances shall constitute a General Default:

- 19.1.1 the Grant Recipient is subject to a Section 15 Direction which has or will have a Material Adverse Effect;
- 19.1.2 a Prohibited Act has been committed by or on behalf of the Grant Recipient (in respect of which the Waiver Condition has not been satisfied);
- 19.1.3 the Grant Recipient ceases operating;
- 19.1.4 the Grant Recipient's status as a Registered Provider is lost or removed;
- 19.1.5 the Grant Recipient's Investment Partner status is lost or removed; or
- 19.1.6 the Grant Recipient has made any representation or given any warranty under Part 2 of Schedule 1 that is inaccurate, untrue or misleading in any material respects.

19.2 Each of the following circumstances shall constitute a Project Default:

- 19.2.1 failure by the Grant Recipient to comply with its obligations in Conditions 12 or 13 and/or any information supplied in connection with its obligations in Conditions 12 or 13, whether in relation to the Open Book Obligations or otherwise, is materially deficient, misleading or inaccurate;
- 19.2.2 a breach of the Open Book Obligations;
- 19.2.3 the Grant Recipient is unable to make the representations and give the warranties set out in this Agreement and there is a resulting Material Adverse Effect;
- 19.2.4 the Regulator directs or recommends that grant is not to be paid to the Grant Recipient;
- 19.2.5 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, the AHP 2021-26's or the Mayor of London's reputation or brings the GLA, the AHP 2021-26's or the Mayor of London into disrepute;
- 19.2.6 failure by the Grant Recipient to comply with any repayment obligation under this Agreement;
- 19.2.7 failure or inability of the Grant Recipient to comply with the requirements of Conditions 14.1 to 14.7 (inclusive);
- 19.2.8 a breach of Condition 10 or 11;
- 19.2.9 failure by the parties to agree the matter referred to in Condition 18.3.4(d);
- 19.2.10 any other breach of or failure to comply with the Agreement which has a Material Adverse Effect;

- 19.2.11 any of the following events or circumstances occur:
- (a) a breach of the Estate Regeneration Requirement;
 - (b) the Grant Recipient has failed to comply with the Estate Regeneration Requirement in circumstances where in the GLA's reasonable opinion the Estate Regeneration Requirement ought to have been complied with (having regard to Section 8 of the Affordable Housing Capital Funding Guide);
 - (c) having regard to any planning permission obtained for the Site or reports issued to residents affected by the delivery of a Named Project, in the GLA's reasonable opinion, a breach of the Estate Regeneration Requirement is likely to occur; or
 - (d) in the GLA's opinion the Grant Recipient has partitioned a Site in order to avoid the application of the Resident Ballot Requirement;
- 19.2.12 the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) change so that such certificate is no longer correct in all material respects;
- 19.2.13 an Exemption Certificate expires or is withdrawn by the GLA;
- 19.2.14 the Grant Recipient has failed to satisfy the Additionality Condition in respect of a Named Project;
- 19.2.15 the Grant Recipient fails to satisfy or, in the opinion of the GLA acting reasonably, is unlikely (having regard to (where applicable) the relevant Planning Permission relating to delivery of the dwellings on the Development Site) to satisfy the Affordable Percentage Condition in respect of a Named Project;
- 19.2.16 the Grant Recipient has made any representation or given any warranty under Condition 6.2 that is inaccurate, untrue or misleading;
- 19.2.17 failure to agree revised Milestone Dates pursuant to Condition 8.1.2(b); or
- 19.2.18 an SSH Project Breach has occurred.
- 19.3 The Grant Recipient must notify the GLA immediately in writing on the occurrence of a Default Event.
- 19.4 Without prejudice to Conditions 19.5 or 19.6, in the event of the occurrence of Default Event and for so long as that Default Event subsists (or another Default Event has occurred and is continuing) the GLA shall be entitled to reject the submission of any Named Project on OPS.
- 19.5 On the occurrence of a General Default the GLA shall be entitled forthwith and without any liability to the Grant Recipient to terminate this Agreement.

19.6 Where a Project Default is:

19.6.1 an occurrence specified in Conditions 19.2.5, 19.2.8, 19.2.9, 19.2.16 and 19.2.17 the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement in so far as it relates to the Named Project to which the Project Default relates;

19.6.2 an occurrence specified in Conditions 19.2.1, 19.2.2, 19.2.3, 19.2.4, 19.2.6, 19.2.7 or 19.2.10 to 19.2.15 (inclusive) and 19.2.18 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy the breach and if within a period of thirty (30) Business Days following service of such notice:

- (a) the breach has not been remedied or is not capable of remedy;
- (b) the Grant Recipient has not given an undertaking to remedy the breach on terms satisfactory to the GLA where it has been permitted to do so by the GLA; or
- (c) if it becomes apparent that the Project Default is incapable of remedy either within such period or at all,

the GLA shall be entitled on giving not less than ten (10) Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement insofar as it relates to the Named Project to which the Project Default relates.

19.7 On an occurrence of an Interim Reconciliation Default the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to evidence to GLA, in a form satisfactory to the GLA, within a period of thirty (30) Business Days following service of such notice:

19.7.1 when the Grant Recipient will Profile any Unprofiled Indicative Dwellings into Named Projects; and

19.7.2 how, once all Named Projects have been delivered, the average of the grant rates which have been or will be allocated for the Named (Indicative) Projects by Tenure Type will not exceed the Average Grant Rates.

19.8 If the GLA is not satisfied (acting reasonably) with the information provided pursuant to Condition 19.7 the GLA shall be entitled (in its absolute discretion) on giving not less than ten (10) Business Days' notice to:

19.8.1 reduce the Named Project Grant allocated to each AHP Dwelling on OPS by Tenure Type comprised in a Named (Indicative) Project by an amount equal to the sum of the following calculation (**Deduction Amount**) (or such other calculation as may be agreed in writing between the parties from time to time):

For each LLR (Standard) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total London Living Rent (General Needs)} - \text{Average London Living Rent (General Needs)}}{\text{Number of London Living Rent (General Needs)}}$$

Where:

Total London Living Rent (Standard) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the LLR (Standard) Dwellings within all Named (Indicative) Projects

Average London Living Rent (Standard) means the Average Grant Rate for the LLR (Standard) Dwellings multiplied by the aggregate number of LLR (Standard) Dwellings comprised within all Named (Indicative) Projects

Number of London Living Rent (Standard) means the aggregate number of LLR (Standard) Dwellings comprised within all Named (Indicative) Projects

For each LLR (SSH) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total London Living Rent (SSH)} - \text{Average London Living Rent (SSH)}}{\text{Number of London Living Rent (SSH)}}$$

Where:

Total London Living Rent (SSH) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the LLR (SSH) Dwellings within all Named (Indicative) Projects

Average London Living Rent (SSH) means the Average Grant Rate for the LLR (SSH) Dwellings multiplied by the aggregate number of LLR (SSH) Dwellings comprised within all Named (Indicative) Projects

Number of London Living Rent (SSH) means the aggregate number of LLR (SSH) Dwellings comprised within all Named (Indicative) Projects

For each SO (Standard) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Shared Ownership (General Needs)} - \text{Average Shared Ownership (General Needs)}}{\text{Number of Shared Ownership (General Needs)}}$$

Where:

Total Shared Ownership (Standard) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the SO (Standard) Dwellings within all Named (Indicative) Projects

Average Shared Ownership (Standard) means the Average Grant Rate for the SO (Standard) Dwellings multiplied by the aggregate number of SO (Standard) Dwellings comprised within all Named (Indicative) Projects

Number of Shared Ownership (Standard) means the aggregate number of SO (Standard) Dwellings comprised within all Named (Indicative) Projects

For each SO (SSH) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Shared Ownership (SSH)} - \text{Average Shared Ownership (SSH)}}{\text{Number of Shared Ownership (SSH)}}$$

Where:

Total Shared Ownership (SSH) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the SO (SSH) Dwellings within all Named (Indicative) Projects

Average Shared Ownership (SSH) means the Average Grant Rate for the SO (SSH) Dwellings multiplied by the aggregate number of SO (SSH) Dwellings comprised within all Named (Indicative) Projects

Number of Shared Ownership (SSH) means the aggregate number of SO (SSH) Dwellings comprised within all Named (Indicative) Projects

For each SR (Standard) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Social Rent (General Needs)} - \text{Average Social Rent (General Needs)}}{\text{Number of Social Rent (General Needs)}}$$

Where:

Total Social Rent (Standard) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the SR (Standard) Dwellings within all Named (Indicative) Projects

Average Social Rent (Standard) means the Average Grant Rate for the SR (Standard) Dwellings multiplied by the aggregate number of SR (Standard) Dwellings comprised within all Named (Indicative) Projects

Number of Social Rent (Standard) means the aggregate number of SR (Standard) Dwellings comprised within all Named (Indicative) Projects

For each SR (SSH) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Social Rent (SSH)} - \text{Average Social Rent (SSH)}}{\text{Number of Social Rent (SSH)}}$$

Where:

Total Social Rent (SSH) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the SR (SSH) Dwellings within all Named (Indicative) Projects

Average Social Rent (SSH) means the Average Grant Rate for the SR (SSH) Dwellings multiplied by the aggregate number of SR (SSH) Dwellings comprised within all Named (Indicative) Projects

Number of Social Rent (SSH) means the aggregate number of SR (SSH) Dwellings comprised within all Named (Indicative) Projects

For each SR (CHAP) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Social Rent (CHAP)} - \text{Average Social Rent (CHAP)}}{\text{Number of Social Rent (CHAP)}}$$

Where:

Total Social Rent (CHAP) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the SR (CHAP) Dwellings within all Named (Indicative) Projects

Average Social Rent (CHAP) means the Average Grant Rate for the SR (CHAP) Dwellings multiplied by the aggregate number of SR (CHAP) Dwellings comprised within all Named (Indicative) Projects

Number of Social Rent (CHAP) means the aggregate number of SR (CHAP) Dwellings comprised within all Named (Indicative) Projects

For each AR (SSH) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Affordable Rent (SSH)} - \text{Average Affordable Rent(SSH)}}{\text{Number of Affordable Rent (SSH)}}$$

Where:

Total Affordable Rent (SSH) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the AR (SSH) Dwellings within all Named (Indicative) Projects

Average Affordable Rent (SSH) means the Average Grant Rate for the AR (SSH) Dwellings multiplied by the aggregate number of AR (SSH) Dwellings comprised within all Named (Indicative) Projects

Number of Affordable Rent (SSH) means the aggregate number of AR (SSH) Dwellings comprised within all Named (Indicative) Projects

For each AR (CHAP) Dwelling comprised within a Named (Indicative) Project:

$$\text{Deduction Amount} = \frac{\text{Total Affordable Rent (CHAP)} - \text{Average Affordable Rent(CHAP)}}{\text{Number of Affordable Rent (CHAP)}}$$

Where:

Total Affordable Rent (CHAP) means the aggregate Named Project Grant allocated at the date of the Interim Reconciliation to the AR (CHAP) Dwellings within all Named (Indicative) Projects

Average Affordable Rent (CHAP) means the Average Grant Rate for the AR (CHAP) Dwellings multiplied by the aggregate number of AR (CHAP) Dwellings comprised within all Named (Indicative) Projects

Number of Affordable Rent (CHAP) means the aggregate number of AR (CHAP) Dwellings comprised within all Named (Indicative) Projects

Provided always that, if the Deduction Amount for any Tenure Type is a negative number, it shall be deemed to be zero for that Tenure Type;

- 19.8.2 recover Named Project Grant paid and RCGF Funds used in respect of Named (Indicative) Projects (in which case, Conditions 18.2.7 and 18.3.5 shall apply); and/or
- 19.8.3 without incurring any liability to the Grant Recipient and without determining the whole of this Agreement to terminate the Agreement in so far as it relates to any Indicative Proposals; and/or
- 19.8.4 adjust:
 - (a) the Indicative Allocation; and/or
 - (b) Average Grant Rate; and
 - (c) the Indicative Proposals having regard to the amendments made to the Indicative Allocation and/or the Average Grant Rates, if any, pursuant to (a) and (b) above,

and for illustrative purposes and to aid interpretation only, a worked example of the operation of this Condition 19.8 is set out at Appendix 1.

- 19.9 Where an Interim Reconciliation Default has occurred, the GLA shall be entitled to suspend the acceptance of any further Named (Indicative) Projects on OPS until such time as the GLA is satisfied with evidence provided under Condition 19.7.

20 **Open Book Obligations**

- 20.1 The Grant Recipient shall on an Open Book Basis:
 - 20.1.1 at all times maintain a full record of particulars of all the income (including Public Sector Funding) received and Development Costs incurred by the Grant Recipient in respect of each Named Project;
 - 20.1.2 at all times when reasonably required to do so by the GLA, provide a summary of any of the income and Development Costs referred to in Condition 20.1.1 as the GLA may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and
 - 20.1.3 at all times provide such access or facilities as the GLA may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Condition 20.
- 20.2 Compliance with the above shall require the Grant Recipient to keep (and where appropriate to procure that any Subcontractor shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Grant Recipient or Subcontractor and which do not directly relate to any Named Project) in accordance with good accountancy practice with respect to all Named Projects showing in detail:
 - 20.2.1 income (including Public Sector Funding and receipts);
 - 20.2.2 administrative overheads where directly attributed or where apportioned on a pro rata basis;

- 20.2.3 payments made to Subcontractors;
- 20.2.4 capital and revenue expenditure;
- 20.2.5 VAT incurred on all items of expenditure where the Grant Recipient has received grant under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Grant Recipient of such VAT as input tax from HM Revenue & Customs or other Relevant Authority; and
- 20.2.6 such other items as the GLA may reasonably require to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement,

and the Grant Recipient shall have (and procure that to the extent expressly agreed the Subcontractors shall have) the books of account evidencing the items listed in this Condition available for inspection by the GLA (and any person appointed pursuant to the dispute resolution provisions at Condition 27 to determine a dispute or otherwise authorised by the GLA) upon reasonable notice, and shall submit a report of these to the GLA as and when requested.

- 20.3 The Grant Recipient must provide the GLA with access on an Open Book basis to all information held by it, its Affiliates, Subcontractors and consultants which relates to the viability of the Development Site and such other information as the GLA may reasonably require to conduct (itself or through a third party) to verify income, expenditure or estimated expenditure for the purposes of any of the provisions of this Agreement.

21 **Data Protection, Freedom of Information, Confidentiality and Transparency**

- 21.1 The parties acknowledge that they will each act in the capacity of Data Controller in respect of any Personal Data processed under this Agreement and each will Process the Personal Data as independent Data Controllers.
- 21.2 The Grant Recipient (including their employees agents or officers) shall at all times during the period of this Agreement comply with the provisions and obligations imposed by this Condition 21 and the Data Protection Legislation generally, including any requirement to obtain registrations, consents, and provide notifications and relevant privacy information to Data Subjects as required for the purposes of their obligations under this Agreement.
- 21.3 Whilst each party shall be responsible for responding to any complaint in relation to the Personal Data Processed pursuant to this Agreement, or any request by individuals to exercise the Data Subject's rights, the parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or the Information Commissioner.
- 21.4 Each party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed under this Agreement.
- 21.5 The Grant Recipient represents and warrants that they have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful

destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

- 21.6 The parties to this Agreement are FOIA Authorities and:
- 21.6.1 are subject to legal duties which may require the release of Information under FOIA and/or EIR; and
 - 21.6.2 FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.
- 21.7 The FOIA Authority in receipt of or to receive the RFI (**Relevant FOIA Authority**) shall be responsible for determining in its absolute discretion whether:
- 21.7.1 any Information is Exempted Information or remains Exempted Information; and/or
 - 21.7.2 any Information is to be disclosed in response to a Request for Information,
- and in no event shall any party, other than the Relevant FOIA Authority, respond directly to an RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.
- 21.8 Subject to Condition 21.9 below, each party acknowledges that the Relevant FOIA Authority may be obliged under FOIA or EIR to disclose Information:
- 21.8.1 without consulting the other; or
 - 21.8.2 following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 21.9 Without in any way limiting Condition 21.7 or Condition 21.8, in the event that the Relevant FOIA Authority receives an RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.
- 21.10 Each party will assist and co-operate with the Relevant FOIA Authority as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents contractors and sub-contractors will), at their own cost:
- 21.10.1 transfer any RFI received by the Relevant FOIA Authority to the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;
 - 21.10.2 provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the Relevant FOIA Authority;
 - 21.10.3 provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires

within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the Relevant FOIA Authority requesting that Information; and

- 21.10.4 permit the Relevant FOIA Authority to inspect such as requested from time to time.
- 21.11 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.
- 21.12 Subject to Conditions 21.6 to 21.11, 21.13 and/or 21.14 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 21.13 The obligations under Condition 21.12 above shall not apply to:
 - 21.13.1 information which at the time of disclosure is in the public domain;
 - 21.13.2 information which is required to be disclosed by law; or
 - 21.13.3 information which is disclosed with the consent of the disclosing party.
- 21.14 The Grant Recipient acknowledges and agrees that the GLA:
 - 21.14.1 is subject to the Transparency Commitment and accordingly, notwithstanding Condition 21.12, the Grant Recipient hereby gives its consent for the GLA to publish the Agreement Information to the general public; and
 - 21.14.2 the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The GLA may in its absolute discretion consult with the Grant Recipient regarding any redactions to the Agreement Information to be published pursuant to this Condition 21.14. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 21.15 For the avoidance of doubt in the event that the GLA consents to the Grant Recipient's disposal or cessation of use of a Site relating to a Named Project the Grant Recipient shall ensure all data collected used or in any way related to or connected with the Named Project is erased (so that it cannot be recovered there from) from the Site to which such consent relates.
- 21.16 The Grant Recipient acknowledges and agrees by entering into this Agreement that it consents to the GLA sharing such information as the GLA considers appropriate in connection with this Agreement with other local authorities, the Regulator and DLUHC.

22 Intellectual Property

- 22.1 Subject to Condition 22.5 the Grant Recipient shall, to the extent that it is able to do so without incurring material cost, grant to the GLA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to copy and use (from computer disk or otherwise) all and any Intellectual Property Rights in any, drawings, reports, specifications, calculations and other documents provided by the Grant Recipient or which are or become owned by the Grant Recipient and which relate to the Named Projects, for any purpose relating to this Agreement.
- 22.2 To the extent that any of the data, materials and documents referred to in Condition 22.1 are generated by or maintained on a computer or in any other machine readable format, the Grant Recipient shall if requested by the GLA use its reasonable endeavours (without having to incur material cost) procure for the benefit of the GLA for the duration of this Agreement at the cost of the Grant Recipient the grant of a licence or sub-licence and supply any relevant software and/or database to enable the GLA making such request to access and otherwise use such data for the purposes referred to in Condition 22.1.
- 22.3 Neither party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.
- 22.4 The Grant Recipient shall fully indemnify the GLA within five (5) Business Days of demand under this Condition 22.4 against any action, claim, demand, proceeding, cost, charge or expense arising from or incurred by it by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this Condition 22, any breach by the Grant Recipient of this Condition 22 and against all costs and damages of any kind which the GLA may incur in connection with any actual or threatened proceedings before any court or adjudication body.
- 22.5 The Grant Recipient shall only be entitled to revoke the licence granted to the GLA under Condition 22.1 in the following circumstances and upon the following terms:
- 22.5.1 on the termination of the whole of this Agreement in circumstances where no Allocated Total Grant has been paid to or utilised by the Grant Recipient; or
- 22.5.2 on the termination of this Agreement (in whole or in part) in circumstances where some Allocated Total Grant has been paid to or utilised by the Grant Recipient **provided that** nothing in this Condition 22.5.2 shall entitle the Grant Recipient to revoke such licence insofar as it relates to Named Projects in respect of which Named Project Grant has been paid or in respect of which a valid entitlement to claim Named Project Grant has arisen or RCGF Funds have been used.

23 Equality, Diversity and Inclusion

- 23.1 Within 12 months from the notification of the Grant Recipient's funding allocation for AHP 2021-26 on OPS (the **Deadline**), the Grant Recipient must:
- 23.1.1 comply (and thereafter continue to comply) with the five minimum equality, diversity and inclusion standards found on the following website:
<https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners->

[affordable-homes-programmes/homes-londoners-affordable-homes-programme-2021-2026/guidance-meeting-edi-funding-conditions](https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners-affordable-homes-programme-2021-2026/guidance-meeting-edi-funding-conditions); and

- 23.1.2 (save where the Grant Recipient has a Compliant EDI Action Plan in place) develop, publish and implement on a continuing basis, an equality, diversity and inclusion action plan which complies with the guidance found on the following website <https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners-affordable-homes-programmes/homes-londoners-affordable-homes-programme-2021-2026/guidance-meeting-edi-funding-conditions> (**EDI Action Plan**).
- 23.2 The Grant Recipient shall provide evidence satisfactory to the GLA (acting reasonably) of:
- 23.2.1 its compliance with Condition 23.1 within the five (5) Business Days following the Deadline; and
- 23.2.2 its continuing compliance with Condition 23.1, such evidence to be provided no later than 12 months but no earlier than 10 months from the date the last evidence was provided pursuant to this Condition 23.2 or within such other timeframes as required by the GLA (acting reasonably).
- 23.3 The Grant Recipient:
- 23.3.1 must comply in all material respects with all relevant Legislation including but not limited to Legislation relating to equality and diversity and will use its reasonable endeavours to procure that all parties engaged by it in the delivery of the AHP Dwellings funded pursuant to this Agreement do likewise;
- 23.3.2 must have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 and shall take reasonable steps to promote equality of opportunity in respect of access to the AHP Dwellings funded pursuant to this Agreement; and
- 23.3.3 must take reasonable steps to monitor the representation of those who share Protected Characteristics within its undertaking and shall take appropriate steps to remedy any under-representation in its workforce (of those sharing a Protected Characteristic as compared to the population of London) involved in projects within London funded (partly or wholly) by the GLA.
- 23.4 Where in the GLA's opinion (acting reasonably) the Grant Recipient commits a breach of this Condition 23 (a **EDI Breach**):
- 23.4.1 the Grant Recipient must submit for approval its proposed remediation plan (the **Remediation Plan**) to the GLA within fifteen (15) Business Days of the GLA's written notice of the requirement for such Remediation Plan setting out the Grant Recipient's proposals for the steps to be taken to remedy or mitigate the effects of the EDI Breach and a basis for testing whether this has been achieved within the three month period following the EDI Breach;
- 23.4.2 the GLA will notify the Grant Recipient as to whether the Remediation Plan is approved as submitted within ten (10) Business Days of its receipt;

- 23.4.3 if the Remediation Plan is not approved, senior representatives of the parties must meet as soon as practicable (and in any event within ten (10) Business Days of the GLA's notification under Condition 23.4.2 or such later date as the GLA may agree) to try to agree a revised Remediation Plan. In default of agreement, or where no Remediation Plan is submitted to the GLA within the requisite timeframe, Condition 17.1.14 shall apply;
 - 23.4.4 if the Remediation Plan is approved, the Grant Recipient must comply with the obligations set out in the Remediation Plan; and
 - 23.4.5 within five (5) Business Days of the end of the three month period from the date of the EDI Breach, senior representatives of the parties must meet to review the efficacy of the Remediation Plan in remedying or mitigating the effects of the breach. If in the opinion of the GLA (acting reasonably) the Remediation Plan has not been effective or has not been complied with, the GLA shall be entitled in its absolute discretion either to extend the timeframe for the Remediation Plan's operation or to declare that the Remediation Plan has failed in which case Condition 17.1.14 shall apply.
- 23.5 The parties acknowledge that they are both under a public sector equality duty pursuant to Section 149 of the Equality Act 2010 and they will assist and co-operate with each other in respect of each party's compliance with such duty including in respect of any amendment or re-enactment of Section 149 of the Equality Act 2010 and/or any guidance, enactment, order, regulation or instrument made pursuant to the same.
- 24 Health and Safety**
- 24.1 The Grant Recipient will comply in all material respects with all relevant Legislation including but not limited to Legislation relating to health and safety, welfare at work, equality and diversity, modern slavery and other relevant employment matters and will use reasonable endeavours to procure that all Grant Recipient Parties engaged in the delivery of the Approved Bid do likewise.
- 24.2 To the extent that the GLA is a 'client' for the purposes of the CDM Regulations:
- 24.2.1 where the Grant Recipient is engaging consultants and a contractor or contractors as Subcontractors to deliver the Named Project the Grant Recipient elects to be the only client in relation to such Named Project; or
 - 24.2.2 where the Grant Recipient is contracting with a developer as a Subcontractor to deliver a Named Project the Grant Recipient shall procure that such developer shall elect to be the only client in relation to the Named Project on or before the date that such project becomes a Named Project,
- and the GLA hereby agrees to such election.
- 24.3 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 24.2.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 24.2.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.

24.4 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations in connection with the Works.

24.5 The Grant Recipient will procure that all its Subcontractors and Professional Team comply at all times with the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations.

25 **Construction Industry Scheme**

25.1 In this Condition 25, the following definitions shall apply:

CIS means the provisions of chapter 3 of part 3 of the Finance Act 2004 together with any regulations made pursuant to those provisions including (without limitation) the Income Tax (Construction Industry Scheme) Regulations 2005;

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

HMRC means HM Revenue & Customs.

25.2 The Grant Recipient warrants to the GLA that it holds gross payment status for the purposes of the CIS (pursuant to paragraph CISR13040 of the Construction Industry Scheme Reform manual or otherwise) such that the Grant Recipient is entitled to receive payments under Construction Contracts without any deduction under the CIS. The Grant Recipient undertakes to notify the GLA within two (2) Business Days of ceasing to hold gross payment status.

25.3 The Grant Recipient will, on demand, pay to the GLA an amount equal to any tax liability, interest or penalties imposed on the GLA under the CIS as a result of, or in connection with, any payments made by the GLA pursuant to this Agreement, together with any reasonable costs incurred by the GLA in connection with such tax liability, interest or penalty.

26 **Assignment and sub-contracting**

26.1 The GLA will be entitled to transfer or assign all or part of this Agreement.

26.2 The Grant Recipient will not be entitled to transfer or assign all or part of this Agreement without prior written consent from the GLA (to be provided or withheld in the GLA's absolute discretion).

27 **Dispute resolution**

27.1 All disputes and differences arising out of or in connection with this Agreement including in relation to any non-contractual obligation (a **Dispute**) shall be resolved pursuant to the terms of this Condition 27.

27.1.1 In the event that the Grant Recipient or the GLA consider that a Dispute exists, such party shall serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this Condition 27.

- 27.1.2 Representatives of the parties shall meet within five (5) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of receipt of a Notice of Dispute.
 - 27.1.3 Where either no representatives of both parties are available to meet within the period set out in Condition 27.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executive officers (or nominated deputies) of the Grant Recipient and the GLA (the **Senior Executives**).
 - 27.1.4 The Senior Executives shall meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of such referral to attempt to resolve the Dispute. Any unanimous resolution of the Senior Executives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.
 - 27.1.5 If the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Executives, such Dispute must be dealt with in accordance with Condition 27.2.
- 27.2 In the circumstances contemplated in Condition 27.1.5, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. The parties agree that:
- 27.2.1 to initiate the mediation a party must give notice in writing (**ADR Notice**) to the other party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR;
 - 27.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR Notice; and
 - 27.2.3 except where the right to issue proceedings would be prejudiced by a delay, no party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

28 Notices

- 28.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if:
 - 28.1.1 sent by electronic mail (but not by facsimile) in the case of either party to the other party's email address set out in Condition 28.3 provided that the party includes in the subject line of the email words sufficient to identify the contents of the email as a notice given under this Agreement; or
 - 28.1.2 delivered by hand and receipted for by the recipient; or
 - 28.1.3 sent by a recorded delivery service addressed:

- (a) in the case of the GLA, to City Hall, Kamal Churchie Way, London E16 1ZE;
- (b) in the case of the Grant Recipient, to its registered office as set out at the beginning of this Agreement; or
- (c) to such other addresses as either party may from time to time notify to the other by email or in writing provided that such other address is within England and Wales.

28.2 Any notice shall be deemed to be given by the sender and received by the recipient:

28.2.1 if sent by email, on the date that the email is received at the relevant email address set out in Condition 28.3;

28.2.2 if delivered by hand, when delivered to the recipient; or

28.2.3 if delivered by a recorded delivery service, three Business Days after delivery including the date of postage,

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4 pm it is to be regarded as received at 9 am on the following Business Day.

28.3 The email addresses for service of notices given pursuant to Condition 28.2 are:

28.3.1 for the GLA:

- (a) email address: affordablehomes@london.gov.uk.

28.3.2 for the Grant Recipient:

- (a) email address: LegalBusinessTeam@croydon.gov.uk;
RoseMarie.Louis@croydon.gov.uk

or to such other email addresses as either party may from time to time notify to the other in writing to the other party's email addresses set out in this Condition 28.3.

29 Further assurance

29.1 At any time upon the written request of the GLA the Grant Recipient:

29.1.1 shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be necessary for the purpose of obtaining for the GLA the full benefit of this Agreement and of the rights and powers herein granted; and

29.1.2 shall perform and use its reasonable endeavours to procure that any third party performs such acts as may be reasonably required for the purposes of giving full effect to this Agreement.

30 **No fetter on statutory functions**

Notwithstanding anything apparently or impliedly to the contrary in this Agreement or any of the deeds and documents referred to herein, in carrying out its statutory duties or functions the discretion of the GLA shall not be fettered, constrained or otherwise unlawfully affected by the terms of this Agreement or any such other deed or document.

31 **No agency**

31.1 Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties.

31.2 The Grant Recipient shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the GLA and the Grant Recipient. Neither the Grant Recipient nor any of its employees shall at any time hold itself or themselves out to be an employee of the GLA.

32 **Exclusion of third party rights**

Except as otherwise expressly provided no person who is not a party to this Agreement shall be entitled to enforce any terms of this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

33 **Entire Agreement**

33.1 This Agreement and the conditions herein contained together with the Schedules constitute the entire agreement between the parties and may only be varied or modified in writing by deed.

33.2 The Grant Recipient hereby acknowledges that save as set out or referred to in the Agreement there are and have been no representations made by or on behalf of the GLA of whatsoever nature on the faith of which the Grant Recipient is entering into this Agreement.

34 **Severability**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

35 **Cumulative rights and enforcement**

35.1 Any rights and remedies provided for in this Agreement whether in favour of the GLA or the Grant Recipient are cumulative and in addition to any further rights or remedies which may otherwise be available to those parties.

35.2 The parties acknowledge that money damages alone may not properly compensate the GLA for any breach of the Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation in addition to any other rights or remedies the GLA may have in Legislation, in equity or

otherwise the GLA shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

36 Waiver

36.1 Neither the failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 15.1 in any way affects the relevant party's right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

36.2 Where in this Agreement any obligation of a party is to be performed within a specified time that obligation shall be deemed to continue after that time if the party fails to comply with that obligation within the time.

36.3 Any waiver or release of any right or remedy of either party must be specifically granted in writing signed by that party and shall:

36.3.1 be confined to the specific circumstances in which it is given;

36.3.2 not affect any other enforcement of the same or any other right; and

36.3.3 (unless it is expressed to be irrevocable) be revocable at any time in writing.

37 VAT

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

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

37.1.2 where any payment or taxable supply falls to be made pursuant to this Agreement VAT properly chargeable on it will be paid in addition by the recipient of the supply for which payment (if any) is consideration on the provision of a valid VAT invoice for it.

37.2 The Grant Recipient considers that the payment of grant funding under or in connection with this Agreement is outside the scope of VAT. In the event that the GLA is the recipient of a supply or supplies of specified services (as such term is defined in the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (the **Order**)) under or in connection with this Agreement, the GLA confirms that the requirements specified in article (8)(1)(b) of the Order are satisfied in respect of the supply or supplies with the result that section 55A(6) of the Value Added Tax Act 1994 will not apply to such supply or supplies. The Grant Recipient acknowledges that it will account for and pay any VAT on any taxable supply or supplies it makes to the GLA under or in connection with this Agreement.

38 Survival of this Agreement

38.1 Insofar as any of the rights and powers of the GLA provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

38.2 Insofar as any of the obligations of the Grant Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

38.3 Without limitation the provisions of any of Conditions 3, 7, 10 to 14 (inclusive), 16 to 21.1 (inclusive), 27, 35, 36, 40 and this Condition 38 and such other provisions of this Agreement as are necessary to give effect to such Conditions are expressly agreed by the parties to survive the termination or expiry of this Agreement.

39 **London Living Wage**

39.1 Without prejudice to any other provision of this Agreement, the Grant Recipient shall (and will ensure that its consultants, contractors and sub-contractors shall):

39.1.1 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

39.1.2 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid less than the amount to which they are entitled in their respective contracts of employment; and

39.1.3 provide to the GLA such information concerning the London Living Wage as the GLA or its nominees may reasonably require from time to time.

40 **Execution**

This Agreement may be executed:

40.1 by the electronic application of a party's authorised signatory's signature and provision of an electronic copy of the same; and

40.2 in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

41 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Condition 27 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Acknowledgements, Representations and Warranties

Part 1

Agreed Principles

- 1 The provisions of this Agreement represent the conditions upon which the GLA:
 - 1.1 makes the Allocated Net Grant available to the Grant Recipient; and
 - 1.2 permits the Grant Recipient to use the Allocated RCGF Funds.
- 2 The GLA has made the Allocated Net Grant available and permitted the Grant Recipient to use the Allocated RCGF Funds on the express understanding that they are applied solely for the purposes of funding the Development Costs in respect of AHP Dwellings which are to be let or sold to individuals as AHP Housing.
- 3 All RCGF Funds identified in the Named Project Details must be applied solely for the purposes of funding the Development Costs in respect of the relevant Named Project and used in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide.
- 4 The Public Sector Funding in respect of a Named Project may not exceed an amount equal to the Actual Development Costs incurred by the Grant Recipient in respect of the delivery of that Named Project nor may the Public Sector Funding in respect of the Approved Bid exceed an amount equal to the aggregated Actual Development Costs in respect of the delivery of the Approved Bid.
- 5 All Named Project Grant paid under this Agreement is:
 - 5.1 social housing assistance as defined in Section 32(13) HRA 2008; and
 - 5.2 subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions, and the provisions of Condition 18 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008.
- 6 All RCGF Funds used for the purposes of funding (in whole or in part) the Development Costs constitute social housing assistance for the purposes of Section 32 of the HRA 2008 and are subject to the terms of the Recovery Determination.
- 7 Any failure by the Grant Recipient to comply with the terms of this Agreement or the occurrence of a Default Event or Withholding Event constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 8 The terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (*mutatis mutandis*).

- 9 The Grant Recipient must hold Registered Provider status at the point at which any AHP Rent Dwelling or LLR Dwelling provided pursuant to this Agreement is made available for rent.
- 10 Without prejudice to any other term of this Agreement, the parties expressly acknowledge that any LLR Dwellings delivered pursuant to this Agreement constitute "intermediate rent accommodation" for the purposes of the Rent Standard.
- 11 The parties acknowledge and agree that the LLR Dwellings delivered pursuant to this Agreement are a rent to buy product for the purposes of the AHP 2021-26.
- 12 The aggregate of the Acquisition Tranche Grant, Start on Site Tranche Grant, the Practical Completion Tranche Grant and any other tranche approved by the GLA (having regard to Condition 6.4) in each Named Project will represent one hundred per centum (100%) of the Named Project Grant.
- 13 In exceptional circumstances the GLA may in its absolute discretion agree to provide grant funding for the delivery of Other Affordable Housing. Any Other Affordable Housing to be delivered under this Agreement shall be submitted on OPS as an Additional Project in compliance with the procedures set out in Condition 9.
- 14 For the purposes of Condition 9.3.5, the other matters which the GLA needs to be satisfied of (in its absolute discretion) when considering an Additional Project containing any Other Affordable Housing, (OAH Project) include (but shall not be limited to):
- 14.1 the dates for payment of Named Project Grant;
- 14.2 the Secure Legal Interest required to be held by the Grant Recipient on a claim for each Tranche of Named Project Grant in respect of the OAH Project; and
- 14.3 the Milestones for the OAH Project,
- and where this paragraph 14 applies the GLA reserves the right to:
- 14.4 require that the Grant Recipient makes additional representations and warranties as a condition of any claim for Named Project Grant in respect of the OAH Project; and
- 14.5 include any additional delivery or operational obligations having regard to the use of the Other Affordable Housing; and
- 14.6 to enter into such documentation as the GLA may deem necessary to reflect any of the GLA's requirements under this paragraph 14.
- 15 The Grant Recipient acknowledges that on completion of the final Named (Indicative) Project to be delivered under this Agreement, the average of the grant rates attributed to all AHP Dwellings (by Tenure Type) within the Named (Indicative) Projects must equal the Average Grant Rate for each Tenure Type.
- 16 The Grant Recipient acknowledges that, pursuant to the programme requirements of the AHP 2021-26, where the Grant Recipient possesses or will possess a SLI (Rented Accommodation) in the form of a lease, the unexpired term of such lease must be of the longest duration that the Grant Recipient can reasonably negotiate and comply with any

applicable requirements of the Affordable Housing Capital Funding Guide and, where relevant, the CHAP Funding Guidance.

Part 2

Representations and Warranties

1 Powers, vires and consents

- 1.1 It has the power to enter into and to exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under this Agreement.
- 1.2 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Approved Bid or any Named Project.
- 1.3 Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.
- 1.4 The execution, delivery and performance by it of this Agreement do not:
- 1.4.1 insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
 - 1.4.2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
 - 1.4.3 contravene or conflict with its standing orders or other constitutional documents binding upon it (as applicable) from time to time.
- 1.5 All consents, required by it in connection with the execution, delivery, issue, validity or performance or enforceability of this Agreement have been obtained and have not been withdrawn.
- 1.6 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.
- 1.7 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Approved Bid or any Named Project.
- 1.8 It has not committed any Prohibited Act.

2 Deliverability

- 2.1 It has obtained or will by Practical Completion of a Named Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.
- 2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.

- 2.3 No Default Event has occurred and is continuing.
- 2.4 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.5 It has informed the GLA of any material change that has occurred since:
- 2.5.1 the date of submission of the proposed Approved Bid prior to the date of this Agreement; and
- 2.5.2 the Approved Bid, as the same may be amended, added to, supplemented, substituted or varied in accordance with this Agreement, on each occasion of its amendment, addition, supplementation, substitution or variation of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect including without limitation the provision or offer of any additional Public Sector Funding.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.7 The level of rent for any LLR Dwellings will be set at the LLR Rent Levels and the Grant Recipient will review and, if applicable, adjust the rent of any LLR Dwelling in accordance with Condition 11.4.2 each Financial Year.
- 2.8 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Approved Bid or this Agreement is accurate.
- 2.9 The Grant Recipient will own and be the landlord of the AHP Dwellings to be provided pursuant to this Agreement.
- 2.10 The AHP Dwellings funded under this Agreement meet the Additionality Condition.
- 2.11 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with this Agreement (through OPS or otherwise) was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 3 Application of Approved Bid Capacity**
- 3.1 None of the AHP Dwellings provided pursuant to this Agreement are being subsidised by RTB Funds.
- 3.2 Save where expressly agreed by the GLA, no Named Project which is a Section 106 Project is being subsidised by Named Project Grant or RCGF Funds.
- 3.3 Save where expressly agreed by the GLA, all AHP Dwellings have been let or disposed of (as applicable) in accordance with the terms of the Approved Bid.

3.4 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Approved Bid (including, inter alia, all projected Start on Site and Practical Completion dates) is capable of being delivered without the need for a change to the Approved Bid.

3.5 The Grant Recipient will comply with the Good Practice Guide to Estate Regeneration where applicable.

4 Authority of Grant Recipient's Representative

The Grant Recipient's Representative is empowered to act on behalf of the Grant Recipient for all purposes connected with this Agreement.

5 Propriety

5.1 No member, employee, agent or consultant of the Grant Recipient or of any partner organisation of the Grant Recipient has any personal, proprietary or pecuniary interest in:

5.1.1 any person from whom the Grant Recipient is purchasing land or property for the purposes of or in connection with this Agreement;

5.1.2 any contractor engaged or to be engaged by the Grant Recipient in connection with this Agreement; or

5.1.3 any land or other property to be acquired or developed refurbished or improved by the Grant Recipient for the purposes of or in connection with this Agreement.

5.2 No member, employee, agent or consultant of the Grant Recipient or any partner organisation of the Grant Recipient is, has or will be entitled to any preferential treatment by virtue of their position or associations whether in terms of:

5.2.1 access to properties acquired, developed, Rehabilitated or, disposed of pursuant to this Agreement; or

5.2.2 the prices at which such properties are let or disposed of.

6 Local Government Act 1999

6.1 The Grant Recipient is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued.

7 Local Government Finance Act 1988

7.1 No Section 114 Report has been made nor is the Grant Recipient aware of any circumstances which would give rise to the making of a Section 114 Report.

Schedule 2

Development Costs

Part 1

Development Costs

Heads of expenditure

1 Acquisition

1.1 Purchase price of land/Site/buildings.

1.2 Stamp Duty Land Tax on the purchase price of land/Site.

2 Works Costs

2.1 Main works contract costs (excluding any costs defined as on costs).

2.2 Major Site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition.

2.3 Statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such works) where applicable.

2.4 Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.

2.5 Irrecoverable VAT on the above (where applicable).

3 On costs

3.1 Legal fees and disbursements.

3.2 Net gains/losses via interest charges on development period loans.

3.3 Building society or other valuation and administration fees.

3.4 Fees for building control and Planning Permission.

3.5 Fees and charges associated with compliance with Legislation, and the GLA's requirements relating to energy rating of dwellings and Eco-Homes certification.

3.6 In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note below).

3.7 Insurance premiums including building warranty and defects/liability insurance (except contract insurance included in Works costs).

3.8 Contract performance bond premiums.

3.9 Borrowing administration charges (including associated legal and valuation fees).

- 3.10 An appropriate proportion of the Grant Recipient's development and administration costs as set out in Note 3 below.
- 3.11 Irrecoverable VAT on the above.

Note 1

Where the development contract is a design and build contract, the on-costs are deemed to include the builder's design fee element of the contract sum. The amount included by the builder for design fees should be deducted from the Works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and Planning Permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as Development Costs unless the Grant Recipient can clearly demonstrate that such costs are properly chargeable to the housing development, i.e. for the sole use of the residents or to comply with any statutory obligations that may have been imposed.

Examples of these are as follows:

- works to any roads which do not exclusively serve the housing development;
- landscaping to areas of land which lie outside the boundaries of the Site;
- district heating systems;
- trunk sewers and sewage disposal works;
- special refuse treatment buildings;
- public conveniences;
- community halls, club rooms, recreation rooms.

Note 3

Subject to the above, where any cost incurred or to be incurred by the Grant Recipient is common both to the development of the AHP Dwellings within any Named Project and to any other activity, asset or property of the Grant Recipient, only such part of that cost as is attributable to the development of the AHP Dwellings may be treated as a cost in respect of which grant under this Agreement may be paid.

Part 2

Costs which are not Development Costs

- 1 Capital costs incurred:
 - 1.1 which are not eligible for social housing assistance as defined in Section 32(13) HRA 2008;
 - 1.2 on land (forming part of the total site acquired) which will not be used exclusively for housing provision purposes directly related to the Named Project;
 - 1.3 on estate offices, factories, letting offices;
 - 1.4 on stores;
 - 1.5 on medical or dental surgeries, clinics;
 - 1.6 on police stations, public libraries, bus shelters;
 - 1.7 on shops, restaurants, public houses, offices;
 - 1.8 on transformer and other related buildings;
 - 1.9 on maintenance depots, tools, plant and vehicles;
 - 1.10 on garages (other than integral garages on market purchase scheme types) and greenhouses; and
 - 1.11 on separate commercial laundry blocks and related equipment.

Schedule 3

Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref

Your ref

Date

Email address

Greater London Authority
City Hall
Kamal Churchie Way
London
E16 1ZE

To: Greater London Authority (the **GLA**)

Dear GLA,

Legal Opinion re Grant Agreement and related matters

I refer to the proposed Grant Agreement in relation to the Homes for Londoners: Affordable Homes Programme 2021-26 to be entered into between [] (the **Council**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing affordable housing which is dated on or about the date hereof. In connection with the giving of this opinion, I have examined:

- (a) the Agreement in its final form prior to execution and delivery thereof by the Council;
- (b) the Council's Standing Orders for approving entry into and the execution and delivery of deeds by the Council and for the delegation of its authority and the powers of the Council's Executive;
- (c) such other documents I consider appropriate for the purposes of giving this opinion.

I do not express any opinion as to, nor have I investigated the law of any jurisdiction other than England.

I am of the opinion that, as at the date hereof, as a matter of English law, the Council has the power and authority to enter into, observe and perform the terms and obligations on its part to be observed and performed by it under the Agreement and has taken all necessary action and has obtained all relevant consents and approvals (statutory or otherwise) to authorise the execution and delivery of the Agreement and the performance and validity of the obligations under it.

Neither the execution and the delivery of, nor the performance by the Council of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or agreement binding on the Council, and the Agreement constitutes a valid and legally binding obligation on the Council enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Council.

The above opinions are subject to the reservation that under English law, the power of the court to order or pursue performance of an obligation and any other equitable remedies is discretionary and, accordingly, an English court might make an award of damages where specific performance of an obligation at work or remedy is sought.

This opinion is given by virtue of my position as Solicitor to the Council and is only given as the holder of that office. I am not giving this opinion in a personal capacity, nor do I accept any private or personal liability for any error or omission in it or which may arise therefrom and the recipient, in seeking to place reliance on the contents of this letter, must duly acknowledge the same if any error or omission is later to be found. This opinion is addressed to the GLA and is solely for its benefit. It may not be disclosed to or relied upon by any other person or made public in any way without my prior consent. This opinion is limited to matters addressed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

Council Monitoring Officer

There follows the specimen signatures and titles of those who will or may attest the execution as a deed of the Agreement referred to above.²

Name	Title	Specimen Signature

² Please note that the Legal Opinion will not be in a form satisfactory to the GLA unless the person executing the Agreement is identified in this table.

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

EXECUTED and delivered)
for and on behalf of the)
GREATER LONDON AUTHORITY by:)

Authorised Signatory

.....

NAME (BLOCK)

.....

Position

.....

Authorised Signatory

.....

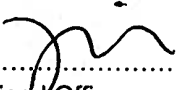
NAME (BLOCK)

.....

Position

.....]

EXECUTED as a **DEED** by affixing **THE COMMON**)
SEAL of **THE MAYOR AND BURGESSES OF THE**)
LONDON BOROUGH OF CROYDON)
In the presence of:)


.....
Authorised Officer *huru ISALLE7*

Print Name:

397 577

Appendix 1

Indicative Proposals Worked Example

- 1 Potters Fields HA had an Indicative Allocation of £2.4m to deliver 20 homes, all of which were Social Rent homes. The Average Grant Rate for the Social Rent (Standard) Dwellings was £120,000.
- 2 Potters Fields HA profiled 15 homes into two Named (Indicative) Projects on OPS. The GLA approved the two Named (Indicative) Projects at the following rates:
 - Project 1:
 - 7 Social Rent (Standard) Dwellings at grant rates of £120k per home
 - £840,000 grant in total
 - The scheme had reached Practical Completion and 100 per cent of grant had been paid.
 - Project 2:
 - 8 Social Rent (Standard) Dwellings at grant rates of £140k per home
 - £1,120,000 grant in total
 - The scheme had achieved Start on Site and 50 per cent of the grant had been paid.
- 3 Potters Fields HA therefore had a remaining Indicative Allocation of £440,000 to deliver 5 Social Rent (Standard) Dwellings. This equated to £88,000 per home. Over the course of the programme, the GLA developed concerns about Potters Fields' ability to profile the 5 remaining Social Rent (Standard) Dwellings into Named (Indicative) Project(s) with its remaining Indicative Allocation, and reviewed this with the partner via an Interim Reconciliation Exercise as set out in Condition 12.6.
- 4 Following this Interim Reconciliation Exercise, it was determined that Potters Fields would be unlikely to profile out the remaining Social Rent (Standard) Dwellings at a level of £88,000 (or less) by 31 March 2026. This meant that the average grant rate of all the Social Rent homes in Potters Fields' Named (Indicative) Projects would be above the £120,000 Average Grant Rate agreed for Social Rent (Standard) Dwellings at the start of programme. This constituted an Interim Reconciliation Default as defined in Condition 12.7.2.
- 5 Following a service of notice by the GLA, Potters Fields failed to provide satisfactory information as required under Condition 19.7, and therefore the provisions of Condition 19.8 applied. The grant level on each Social Rent (Standard) Dwelling within Potters Fields' Named (Indicative) Projects on OPS was reduced by the Deduction Amount to bring the total level of funding in line with the Average Grant Rate for Social Rent homes.

Calculating the Deduction Amount

- 6 The Deduction Amount, which is per home, was calculated in line with the formula set out in Condition 19.8.1:

$$\text{Deduction Amount} = \frac{\text{Total Social Rent} - \text{Average Social Rent}}{\text{Number of Social Rent}}$$

In this example:

Total Social Rent = total grant allocated to all Social Rent (Standard) Dwellings in all Named (Indicative) Projects = £840,000 (for project 1) + £1,120,000 (for project 2) = £1,960,000.

Average Social Rent = Average Grant Rate for "Social Rent" x total number of Social Rent (Standard) Dwellings in all Named (Indicative) Projects = £120,000 x 15 = £1,800,000

Number of Social Rent = total number of Social Rent (Standard) Dwellings in all Named (Indicative) Projects = 15

$$\text{Deduction Amount} = \frac{\text{£1,960,000} - \text{£1,800,000}}{15}$$

$$\text{Deduction Amount} = \frac{\text{£160,000}}{15}$$

$$\text{Deduction Amount} = \text{£10,667 per Social Rent home}^3$$

Amending Named (Indicative) Project grant on OPS

- 7 As per Condition 19.8.1, the Named Project Grant for each Named (Indicative) Project was reduced by the Deduction Amount per Social Rent (Standard) Dwelling.
- 8 For Project 1, the Named Project Grant allocated to the project on OPS was reduced by £10,667 x 7 = £74,667.
- 9 For Project 2, the Named Project Grant allocated to the project on OPS was reduced by £10,667 x 8 = £85,333.

Calculating the Recovery Amount

- 10 As per Condition 19.8.2, the GLA recovered grant in line with Conditions 18.2.7 and 18.3.5.
- 11 Project 1 had completed, and 100 per cent of the grant had been paid by the GLA. The approach outlined in Condition 18.3.5(a) was therefore used to calculate the Recovery Amount:
 - The Recovery Amount for Project 1 was £10,667 x 7 = £74,667
- 12 Project 2 had only started on site, and therefore only 50 per cent of the grant had been paid by the GLA. The approach outlined in Condition 18.3.5(b) was therefore used to calculate the Recovery Amount:

³ Rounded to nearest £1.

$$RA = Grant\ Paid - \left(\left(\frac{Grant\ Paid}{Grant\ Allocated} \right) \times Revised\ Grant\ Amount \right)$$

Where:

RA = the Recovery Amount

And in this example:

Grant Paid = the total grant paid out = £560,000

Grant Allocated = the total grant allocated = £1,120,000

Revised Grant Amount = change in grant caused by Interim Reconciliation Exercise =
 $\pounds 1,120,000 - (\pounds 10,667 \times 8) = \pounds 1,120,000 - \pounds 85,333 = \pounds 1,034,667$

$$RA = \pounds 560,000 - \left(\left(\frac{\pounds 560,000}{\pounds 1,120,000} \right) \times \pounds 1,034,667 \right)$$

$$RA = \pounds 560,000 - ((0.5) \times \pounds 1,034,667)$$

$$RA = \pounds 560,000 - \pounds 517,333$$

$$RA = \pounds 42,667$$

- The Recovery Amount for Project 2, against the 50 per cent tranche already paid, was therefore £42,667. The remaining 50 per cent grant payable at Practical Completion is now £517,333 (50 per cent of the revised grant amount).

13 In total therefore, Potters Fields HA repaid £117,333 in line with Condition 18.5.



Department for Levelling Up,
Housing & Communities

THIS FUNDING AGREEMENT is made on 10 September 2024

BETWEEN:-

- (1) The Secretary of State for Levelling up, Housing and Communities whose head office is at Fry Building, 2 Marsham Street, London SW1P 4DF (the “**Department**”); and
- (2) London Borough of Croydon whose principal address is at Bernard Weatherill House, 8 Mint Walk, CROYDON, Greater London CR0 1EA (the “**Grant Recipient**”).

RECITALS:-

- (A) This Grant is made on the basis of the Grant Recipient’s Bid(s), a copy of which is attached to this Funding Agreement at Annex A.
- (B) The Department has agreed to make a financial contribution to the Grant Recipient for the purposes of supporting the Project as described in the Bid.
- (C) The parties have agreed that the Grant shall be provided and managed in accordance with the Terms and Conditions of this Funding Agreement as set out below.
- (D) The Department acts through the One Public Estate teams within the Cabinet Office and Local Government Association in respect of this Grant as set out below, but remains ultimately responsible for the Grant, including in relation to its payment, management, administration and termination.
- (E) The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement

IT IS AGREED as follows:-

1. DEFINITIONS

In this Funding Agreement:

“**Bid**” means the bid(s) by the Grant Recipient for financial assistance attached at Annex A.

“**Branding Manual**” means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available at

<https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>, including any subsequent updates from time to time.

“Brownfield Land” means land which is or was occupied by a permanent structure including the curtilage of the developed land (although it should not be assumed that the whole curtilage should be developed) and any associated fixed surface infrastructure. This excludes: land that is or was last occupied by agricultural or forestry buildings; land that has been developed for minerals extraction or waste disposal by landfill, where provision for restoration has been made through development management procedures; land in built-up areas such as residential gardens, parks, recreation grounds and allotments; and land that was previously developed but where remains of the permanent structure or fixed surface structure have blended into the landscape.

“Contracted” means a legally binding contract is in place imposing a commitment on the Grant recipient to pay for the Funded Works.

“Eligible Expenditure” means payments by the Grant Recipient during the Funding Period as defined in clause 5.

“Fixed Assets” means property, plant and equipment owned by the Grant Recipient.

“Funded Works” mean the infrastructure and remediation works the Grant supports, in accordance with the Bid.

“Funding Agreement” means this agreement, Schedule and Annexes.

“Funding Period” means the period set out in the Schedule.

“Grant” means the sum to be paid to the Grant Recipient in accordance with clause 3.

“Land Release” means:

- (a) The execution of an unconditional contract, development agreement or building license with a private sector partner or a freehold or leasehold transfer (whichever is sooner) in respect of Project Land;
- (b) The transfer of Project Land to a development vehicle owned, or partly owned, by the Grant Recipient; or
- (c) (if (a) and (b) above have not occurred) The point at which development of Project Land begins on site ; or
- (d) (in the case of Self and Custom Build) the exchange of contracts on the first plot of Project Land.

“One Public Estate” means the One Public Estate programme – a partnership between the Department, Cabinet Office and the Local Government Association – which manages the Brownfield Land Release Fund on behalf of the Department.

“Project” means the project as described in the Bid.

“Project Longstop Date” means 31 March 2028

“Project Targets” means the objectives, activities or targets described in the Bid.

“Project Land” means land or buildings which are improved as a planned step in the implementation of the Project;

“Self and Custom Build” means, the building or completion by: individuals; associations of individuals; or persons working with or for individuals or associations of individuals, of houses to be occupied as homes by those individuals. It does not include the building of a house on a plot acquired from a person who builds the house wholly or mainly to plans or specifications decided or offered by that person”.

“Terms and Conditions” mean the terms and conditions of the Grant, as set out in this Funding Agreement. For the avoidance of doubt, this includes the Special Conditions set out in the Schedule to this Funding Agreement.

2. INTERPRETATION

In this Funding Agreement:

- a) references to an Annex, Schedule, clause or sub-clause shall mean an Annex, Schedule, clause or sub-clause of this Funding Agreement so numbered;
- b) headings in this Funding Agreement shall not affect its interpretation;
- c) reference to ‘this Funding Agreement’ includes any variations made from time to time pursuant to these Terms and Conditions; and
- d) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom, including but not limited to retained direct EU legislation as defined within section 20(1) European Union Withdrawal Act 2018.

3. GRANT

- 3.1 Payment of the Grant is subject to the Grant Recipient complying with these Terms and Conditions and to such further conditions and requirements that the Secretary of State may from time to time specify in writing.
- 3.2 The Secretary of State agrees to pay the Grant to the Grant Recipient as a contribution towards Eligible Expenditure incurred by the Grant Recipient in the delivery of the Project.

- 3.3 The Grant shall not be used for any other purpose without the prior written consent of the Department.
- 3.4 The Funded Works this Grant supports must be Contracted within the Funding Period.
- 3.5 Evidence that the Funded Works have been Contracted, signed within the Funding Period, should be sent to your One Public Estate Regional Programme Manager no more than two weeks after the end of the Funding Period.
- 3.6 Land Release must be complete by the Project Longstop Date;
- 3.7 Details of the programme, powers under which the Grant is paid and Treasury consent (if needed) are listed in the Schedule.

4. PAYMENT OF GRANT

- 4.1 Subject to clause 9, the Department shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule.
- 4.2 The Grant Recipient shall promptly repay to the Department any money incorrectly paid to it either as a result of administrative error or otherwise.

5. ELIGIBLE EXPENDITURE

- 5.1 Subject to clause 5.2, Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the purposes of delivering the Project. Eligible Expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.
- 5.2 The following costs are not Eligible Expenditure:-
 - a) payments for activities of a political or exclusively religious nature;
 - b) payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
 - c) payments for goods or services that the Grant Recipient has a statutory duty to provide;
 - d) payments reimbursed or to be reimbursed by other public or private sector grants;
 - e) contributions in kind (a contribution in goods or services as opposed to money);
 - f) depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;

- g) interest payments (including service charge payments for finance leases);
- h) gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- i) entertaining payments (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- j) statutory fines, criminal fines or penalties;
- k) liabilities incurred before the issue of this Funding Agreement unless agreed in writing by the Department;
- l) revenue costs (e.g. staffing costs)

6. PROGRESS REPORTING

- 6.1 The Grant Recipient must be in regular communication with One Public Estate regarding progress of the Project as set out in the Schedule.
- 6.2 If the Grant Recipient is experiencing any financial, administrative, managerial etc. difficulties that may hinder or prevent the completion of the Project, the Grant Recipient must inform One Public Estate as soon as possible.

7. CHANGES TO THE PROJECT

- 7.1 Any changes to the Project must be agreed in writing by way of Variation Request (Annex B) with the Department before implementation.

8. GRANT RECIPIENT OBLIGATIONS

- 8.1 The Grant Recipient must comply with the reporting requirements set out in the Schedule.
- 8.2 The Grant Recipient shall at all times during and following the end of the Funding Period:
 - a) comply with requirements of the Branding Manual in relation to the Funded Activities; and
 - b) cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

9. EVENTS OF DEFAULT AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT

- 9.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 9.3 occur, the Department may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 9.2 Where any part or all of the Grant is required to be repaid in accordance with clause 9.1 above, the Grant Recipient must repay this amount within 30 days of receiving the demand for repayment.
- 9.3 An Event of Default is the occurrence of any of the following:-
- a) the Grant Recipient fails, in the Department's sole opinion, to make satisfactory progress with the Project; and in particular with meeting the Project Longstop Date;
 - b) there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which the Department considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - c) any information provided in the Bid or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Department considers to be significant;
 - d) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - e) it appears to the Department that the Grant Recipient no longer requires financial assistance in order to carry out the Project;
- 9.4 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, the Department will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concerns about the Project or of any breach of the Terms and Conditions.
- 9.5 The Grant Recipient must act within 21 days to address the Department's concern or rectify the breach, and may consult or agree an action plan to resolve the problem with the Department.
- 9.6 If the Department is not satisfied with steps taken by the Grant Recipient pursuant to clause 9.5 above, it may withhold or suspend any further payment of the Grant (including by way of clause 9.4 above), or recover Grant already paid.

10. DISPUTES

- 10.1 All disputes and complaints shall, in the first instance be referred to One Public Estate who will inform the Grant Recipient's manager for the Project and the Grant Recipient's principal contact in the Department who shall use all reasonable endeavours to negotiate in good faith, and settle the dispute or complaint amicably.

Attachments:

Schedule

Annex A Bid

Annex B Variation Request

Authorised to sign for and on behalf of the Secretary of State for Levelling Up, Housing and Communities

Signature



Name in Capitals

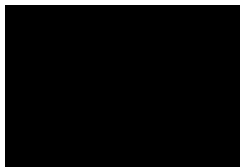
Date

23-Sep-24

The Grant Recipient accepts the Grant and agrees to comply with the Terms and Conditions contained in this Funding Agreement:

Authorised to sign for and on behalf of London Borough of Croydon

Signature



Name in Capitals

Date

23-Sep-24

Principal contact(s):

Name

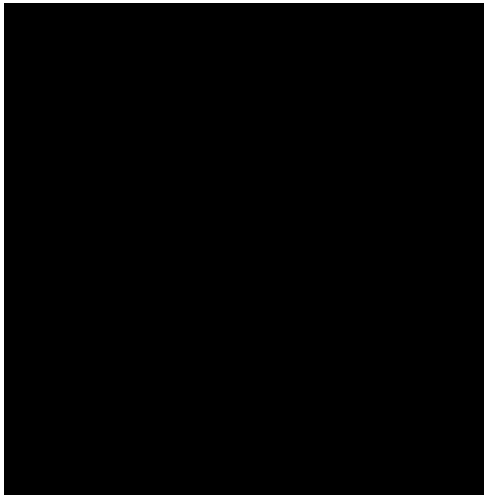
Email

Telephone

Name

Email

Telephone



SCHEDULE

Name of Project/ programme:	Regina Road Estate, Croydon (Brownfield Land Release Fund 2)
Power under which Grant is to be paid:	Housing Grants, Construction and Regeneration Act 1996, s.126. Grant paid with the consent of His Majesty's Treasury.
Grant Recipient's principal contact in the Department:	One Public Estate: Your One Public Estate Regional Manager
Funding Period:	The period commencing 10 September 2024 and ending at 11.59pm on 31 March 2025
Amount of Grant:	£1,258,800
Payment arrangements:	Payment will be made in one instalment by 11.59pm on or before 31 October 2024
Project Targets:	Not applicable (but please see the Special Conditions) below.
Reporting requirements:	As stated on the One Public Estate: Brownfield Land Release Fund 2 (December 2023) website at the time of application, BLRF2-supported schemes will be required to report three times a year – or as otherwise determined by DLUHC and One Public Estate – through your One Public Estate partnership. Your Project leads for your BLRF2 scheme(s) will be required to report on the six milestones detailed below within each tri-annual report, as well as provide a narrative on the Project's key risks/issues to delivery. The six milestones are: 1. Procurement of infrastructure works: contractor commencement date. This relates to the Funded Works, as defined above. The date entered should be the day on which tenders are issued 2. Commencement of BLRF Funded Works date. This refers to the first of the Funded Works, if multiple. 3. Completion of BLRF Funded Works date (last of the Funded Works, if multiple)

	<p>4. Date of Land Release (as defined above)</p> <p>5. Expected start on site (new homes)</p> <p style="padding-left: 20px;">a. A “start” is an excavation for strip or trench foundations or for pad footings; digging out and preparation of ground for raft foundations; vibro-flotation, piling, boring for piles or pile driving; or draining work specific to the scheme.</p> <p>6. Expected development end date (final housing unit completion).</p>
<p>Special conditions:</p>	<p>Applications have only been considered when the following Eligibility and Gateway Criteria, set out on the “One Public Estate: Brownfield Land Release Fund details: November 2023” webpage at the time of application, were satisfied:</p> <p>Eligibility criteria (pass/fail)</p> <ul style="list-style-type: none"> • The land to which the application relates is defined as previously developed land (Brownfield Land). • The land is in council ownership. • The Project must be undertaking capital works on council owned land only. • The Project timings must ensure works contracts for BLRF2 funded activity are signed by 31 March 2025 and evidence of this can be provided by 14 April 2025. • The Project must be able to release land by 31 March 2028. • The council can demonstrate a general or specialised housing need. • The council or One Public Estate Partnership has informed relevant local MPs of proposed Projects and agree to keep them informed of the progress of any application. • The Project meets One Public Estate’s pre-selection criteria (see below). <p>2. Gateway criteria (pass/fail)</p> <p>Applications that meet the stage one eligibility criteria will progress to the gateway stage. This stage will consider:</p> <ul style="list-style-type: none"> • evidence of value for money • evidence of market failure • evidence of deliverability and mitigation of risk. <p>More detail on these criteria can be found in the Brownfield Land Release Fund 2 Prospectus</p> <p>If the Project no longer meets the Eligibility and Gateway Criteria, this constitutes a breach of this Funding Agreement and DLUHC will be entitled to exercise the rights set out at clause 9.1 of this Funding Agreement.</p>

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Annex A

Bid proposal included under separate cover.

Annex B

VARIATION REQUEST

WHEREAS the Grant Recipient and the Secretary of State for Levelling up, Housing and Communities entered into a Grant Funding Agreement for the approved Project dated [INSERT DATE] [as varied on [INSERT DATE]] (the “Funding Agreement”) and now wish to amend the Funding Agreement.

IT IS AGREED as follows

1. DEFINITION

1.1 Terms defined in the Funding Agreement shall have the same meaning when used in this Variation Request, unless defined otherwise.

2. VARIATION

2.1 With effect from [INSERT START DATE] the Funding Agreement shall be amended as set out in this Variation Request:

Variation requestor:	[INSERT NAME, TEAM & DIVISION]
Summary of variation:	[INSERT FULL DETAILS OF VARIATION]
Reason for variation:	[INSERT REASON FOR VARIATION]
Revised Grant:	[INSERT NEW AMOUNT IN FIGURES]
Revised Funding Period:	[INSERT NEW START DATE TO END DATE]
Revised Payment Arrangements:	[INSERT NEW PAYMENT ARRANGEMENTS]
Other Variation:	[INSERT ANY OTHER PROPOSED CHANGE TO FUNDING AGREEMENT TERMS]

2.2 Save as herein amended all other Terms and Conditions of the Funding Agreement shall remain in full force and effect.

Authorised to sign for and on behalf of the Secretary of State for Levelling up, Housing and Communities	Authorised to sign for and on behalf of [GRANT RECIPIENT]
Signature	Signature
Name in Capitals	Name in Capitals
Date	Date
Address in full	Address in full

Financial Viability Assessment

Proposed Development at:
Regina Road Estate, bounded by Regina Road &
Sunny Bank, London, SE25

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1. Instructions and Mandatory Requirements

1.1. Instructions

Savills (UK) Ltd has been appointed by The Mayor and Burgess of the London Borough of Croydon - Housing (the “Applicant”) to prepare a financial viability assessment (FVA) in support of a hybrid planning application for the regeneration and redevelopment of the Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25 (the “Site”). The FVA is submitted to the London Borough of Croydon Council through its role as local planning authority (the “Council”).

In producing this FVA we can confirm that all those involved, including sub-consultants, have acted with objectivity, impartiality, without interference and with reference to all appropriate sources of information required to present our recommendations. Additionally, all those involved have given full consideration to how the proposed development will be delivered and associated financial performance metrics. The conclusions of this FVA have been made with reference to all of the appropriate guidance and policy including:

- National Planning Policy Framework (updated December 2024)
- Planning Policy Guidance (PPG) – Viability (updated September 2019)
- RICS Assessing viability in planning under the National Planning Policy Framework 2019 (2021 and subsequently updated in 2023)
- RICS Financial Viability in Planning: Conduct and Reporting 1st Edition (May 2019)
- Greater London Authority’s Affordable Housing and Viability Supplementary Planning Guidance (SPG) (2017)
- LB Croydon Local Plan 2018 (February 2018).

We confirm that in providing our advice Savills is not retained on a performance-related or contingent fee basis. A copy of our Terms of Engagement is provided in **Appendix 1**.

We confirm that this report and all subsequent engagement with the Council and their reviewer has and will be conducted in a reasonable and transparent manner.

1.2. Confidentiality

We understand that this report will be submitted to the Council as a supporting document to the planning application. The report must not be recited or referred to in any document (save for the consultants instructed by the Council to review our report) without our express prior written consent.

We have separately prepared a non-technical summary of this report to support understanding of our approach and recommendations, which we understand will be made publicly available.

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



1.3. Report Limitations

Please note that any advice contained or attached in this report is informal and given purely as guidance. Our views on price are not intended as a formal valuation and should not be relied upon as such. No liability is given to any third party and the financial amounts presented are not in accordance with the RICS Valuation – Global Standards 2020 (incorporating the IVSC International Valuation Standards), together the "Red Book". Neither Savills nor the Applicant can accept any responsibility to any third party who may seek to rely upon it, as a whole or any part as such.

This FVA should be read in conjunction with other supporting documents to be submitted with the planning application which explain the proposed development in more detail and relate this to the surrounding context and planning policy framework for the site.

1.4. Conflicts of Interest

We also confirm that there are no conflicts of interest or known risk of conflicts present which would otherwise prevent us from providing advice in this matter. All contributors to this report have been considered competent and are aware of the RICS requirements, including necessary compliance with mandatory requirements.

1.5. Declaration of Previous Involvement with Local Planning Authority

We confirm that we are unaware of any previous material involvement with the Local Planning Authority relevant for this report. We confirm that we have not undertaken an area wide FVA concerning existing and future policies against which this FVA will in due course be considered.

1.6. Date of Appraisals

The date of the Appraisal(s) is the date of this FVA.

1.7. Confirmation of Reporting Timescales

We can confirm that an adequate amount of time has been allowed for the preparation of this report and the timeframes stated within our Terms of Engagement were not extended.

1.8. Signatures to the Report

Prepared by

A handwritten signature in blue ink, appearing to read "DK", with a long horizontal stroke extending to the right.

Dan Kehoe MRICS
Director, Savills (UK) Ltd

2. Introduction

Savills (UK) Ltd has been appointed by The Mayor and Burgess of the London Borough of Croydon - Housing (the “Applicant”) to prepare a financial viability assessment (FVA) in support of a hybrid planning application for the regeneration and redevelopment of the Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25 (the “Site”). The FVA is submitted to the London Borough of Croydon Council through its role as local planning authority (the “Council”).

This FVA accompanies a planning application which proposes the comprehensive regeneration of the Site to significantly increase the amount and quality of housing accommodated, alongside retention of existing community uses at ground floor level. Benefits of the application include:

- Replacement and additional affordable housing
- A sustainable mixed and inclusive community
- Improved public realm and amenities for the local community, and
- A high standard of design throughout all tenure types.

The purpose of this report is to present a robust analysis of the level of planning contributions (including affordable housing and other Section 106 and Community Infrastructure Levy financial contributions) the proposed scheme can justifiably provide.

2.1. The Site

The Site is located approximately 2 miles to the north east of Croydon Town Centre, and approximately 100 metres to the north east of South Norwood District Centre. Norwood Junction train station is approximately 550 metres to the south west, providing direct services to London Bridge, London Victoria, Epsom, Bedford and Highbury and Islington. With regard to road links, the Estate is situated approximately 200 metres south east of the A213, which connects Croydon to Sydenham.

The Site measures 2.51 hectares and consists of three 11-storey tower blocks dating from the 1960s built using the Large Panel System (LPS) construction method. The rest of the Site comprises a mix of medium self-contained flatted blocks and low-rise housing. The medium-rise blocks are 3 & 4 storeys in height. The whole Estate comprises 191 homes made up of a mix of 1, 2 and 3-bed dwellings. There are 79 tenanted homes, alongside 22 leasehold & freehold properties and 90 homes currently void. We understand that all leaseholders are resident leaseholders. We have summarised the addresses and breakdown of existing units below:

Tower Blocks	Tenanted (inc voids)	Leasehold / Freehold	Totals
1-87	44	-	44
2-56A	44	-	44
58-108A	44	-	44
Tower Block Totals	132	-	132

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



Low/Medium Rise Blocks	Tenanted (inc voids)	Leasehold / Freehold (inc voids)	Totals
5-123 Regina Road	7	11	18
1-8 Sunny Bank	15	9	24
110a Regina Road	7	1	8
112-128 Regina Road	5	4	9
Low/Medium Rise Totals	34	25	59

The Site is located in an area of residential land use and is bordered on all sides by primarily low-density housing. Vehicular access is provided from Sunny Bank which runs along the western and southern boundary of the site. Regina Road runs through the northern section of the Site providing vehicular access to the three towers. The northern edge of the Site has a former garage plot that has been cleared for redevelopment.

Importantly, the Applicant has commissioned various technical studies to establish the current condition and future expenditure requirements for retaining the current high-rise blocks in response to legislative changes in recent years associated with building safety and fire safety of high-risk buildings.

In November 2022, LB Croydon Council presented a Cabinet report which indicated structural strengthening of these blocks would only likely extend their life by c.25 years before further building safety works would be required. With respect to fire safety, whilst the technical advice suggested the interim risk to be tolerable, further remedial works would be required in order to achieve an adequate standard of safety. As such the blocks are unable to obtain an EWS1 certification.

Noting the capital expenditure requirements to maintain the blocks in the medium to long-term, the Applicant commissioned a technical study from Ridge & Partners (dated December 2021) which identified the capital costs associated with a redevelopment of the blocks would be economically preferable to the costs of refurbishment and retention. Coupled with this, the refurbished flats would also fail to meet current space standards and generally represent a poorer quality of accommodation compared to the provision of new-build housing. Together, this has driven the Applicant's approach to progress the planning application which forms the subject of this report.

2.2. Proposed Development

The purpose of this report is to support a hybrid planning application as follows:

"Hybrid planning application for the demolition of existing buildings (except 1-87 Regina Road) and phased mixed-use development for the provision of nine blocks of 3 to 6 storeys (Blocks A, part of B, C, E, F, G.1, G.2, H and I), one block which is up to 6 storeys (Block J (part)), one block which is in part up to 6 storeys and in part up to 14 storeys (Block J (part)), three 2 storey dwellinghouses (Block D) and two 3 storey dwellinghouses (part of Block B) containing up to 340 residential units comprising:

Full application for all demolition (including 1-4 Sunny Bank, within the boundary of the Outline application) and the construction of nine blocks and five dwellinghouses (Blocks A to I) containing 225 residential units (Class C3), a pre-school (Class E(f)), a community space (Class F2), a Multi-use Games Area and associated public realm, landscaping, play space, refuse/recycling, car and cycle parking facilities and other associated works.

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



Outline application for the construction of two blocks (Blocks J) of up to 115 residential units (Class C3) and associated public realm, landscaping, refuse/recycling, cycle parking facilities and other associated works with all matters reserved."

The application proposes an indicative unit mix consisting of 1, 2, 3, 4 & 5-bed flats and houses as presented in the following table, with corresponding Ground and First Floor plans provided in **Appendix 2**:

Unit Type	Phase 1		Phase 2	Total
	Social Rent	Shared Ownership	Private Sale	
1b2p Flat	57	-	60	117
1b2p Flat (whc)	9	-	2	11
2b3p Flat	51	3	11	65
2b3p Flat (whc)	8	-	2	10
2b4p Flat	20	5	5	30
2b4p Flat (whc)	2	-	-	2
3b4p Flat	37	-	30	67
3b4p Flat (whc)	2	-	-	2
3b5p Flat	17	2	2	21
3b5p Flat (whc)	2	-	-	2
3b6p Flat	3	-	-	3
4b5p House	2	-	-	2
4b6p Flat	1	-	3	4
4b7p Flat	3	-	-	3
5b8p Flat	1	-	-	1
Total	215	10	115	340

As an estate regeneration application, the application allows for:

- Provision of replacement affordable housing of an equivalent amount on the basis of floorspace
- Integration of replacement affordable housing into the development to ensure mixed and inclusive communities
- Provision of an uplift in affordable housing, in addition to the replacement affordable provision.

The proposals allow for a net gain of 49 Social Rent and 10 Shared Ownership homes beyond a full reprovision of existing social housing accommodated within the Site. The unit mix for Phase 2 (in terms of size and tenure) will be determined as part of future Reserved Matters Application subject to up-to-date market requirements at that point in time.

The proposed tenure mix reflects a 68.4% affordable housing provision by habitable room (95% Social Rent / 5% Shared Ownership).

The proposals also allow for a maximum of up to 217.7 sqm (GIA) of non-residential floorspace. This will take the form of reprovided pre-school (Class E(f)) and a community space (Class F2).

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



A total of 52 off-street car parking spaces are proposed for the Site. These will be provided for either returning residents and/or replacement and new disabled bays for “Blue Badge” holders. Cycle parking provision will be in line with London Plan standards, with up to 666 spaces accommodated.

3. Planning Policy Context

3.1. National Planning Policy Framework

The National Planning Policy Framework (NPPF) was last updated by the Ministry of Housing, Communities and Local Government in December 2024, and sets out the Government's national planning policy. It does not change the statutory status of the development plan as the starting point for decision making, and states that development which accords with an up to date Local Plan should be approved. It retains the presumption in favour of sustainable development. There is a focus towards early engagement with Local Planning Authorities by developers, which the Applicant has sought to carry out prior to the submission of a formal planning application.

Of particular reference is paragraphs 58 and 59, which state that:

"Planning obligations must only be sought where they meet all of the following tests:

- a) necessary to make the development acceptable in planning terms;*
- b) directly related to the development; and*
- c) fairly and reasonably related in scale and kind to the development."*

"Where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. It is up to the applicant to demonstrate whether particular circumstances justify the need for a viability assessment at the application stage. The weight to be given to a viability assessment is a matter for the decision maker, having regard to all the circumstances in the case, including whether the plan and the viability evidence underpinning it is up to date, and any change in site circumstance since the plan was brought into force. All viability assessments, including any undertaken at the plan-making stage, should reflect the recommended approach in national planning guidance, including standardised inputs, and should be made publicly available."

3.2. Planning Practice Guidance for Viability ('PPGV')

The Government's national planning guidance for understanding viability in both plan making and decision taking is set out within national Planning Practice Guidance for Viability ('PPGV').

Detailed guidance is provided with regard to viability assessment in decision-taking upon individual schemes at the application stage. Firstly, it is the responsibility of the applicant to demonstrate the particular circumstances justifying the need for viability assessment. Whilst not stated as exhaustive, examples stated in PPGV are:

- Where development is proposed on unallocated sites of a wholly different type to those used in viability assessment that informed the plan;
- Where further information on infrastructure or site costs is required;
- Where particular types of development are proposed which may significantly vary from standard models of development for sale (for example BTR or housing for older people); or

- Where a recession or similar significant economic changes have occurred since the plan was brought into force.

Paragraph 20 confirms that the inputs and findings of any viability assessment should be set out in a way that aids clear interpretation and interrogation by decision makers. Reports and findings should clearly state what assumptions have been made about costs and values (including gross development value, benchmark land value ('BLV') including the landowner premium, developer's return and costs).

Paragraph 10 confirms the applicant's viability assessment must be based upon and refer back to the viability assessment that informed the plan, and transparently present evidence of any change in site circumstances since the plan was brought into force. It should reflect the Government's recommended approach to defining key inputs as set out in PPGV.

3.3. The London Plan 2021

At a regional level, the Greater London Authority (GLA) published its new London Plan in March 2021. The plan sets out a strategic target to deliver 522,870 new homes, of which 20,790 are to be delivered in Croydon over the 10-year period between 2019/20 and 2028/29.

The London Plan requires that affordable housing is provided on sites which have capacity to provide 10 or more homes. Policy H4 sets a strategic target for 50% of all new homes delivered across London to be genuinely affordable. All schemes are expected to maximise the delivery of affordable housing and to make the most efficient use of available resources. It also requires applicants to seek to use grant funding where available to increase the provision of affordable housing beyond that which could otherwise be provided.

LP Policy H8 (Part A) states that: the "loss of existing housing should be replaced by new housing at existing or higher densities with at least the equivalent level of overall floorspace". It resists the demolition of affordable housing unless it is replaced by an equivalent amount of affordable housing floorspace, and affordable housing floorspace is re-provided on a "like-for-like" basis (ie. Social Rent housing replaced with Social Rent housing where facilitating the right to return) and integrated into the development to ensure mixed and inclusive communities (Part D). If not facilitating a right to return, it may be provided as either Social Rent or London Affordable Rent housing. This re-provision is based on affordable floorspace plus unit numbers and habitable rooms to ensure no overall net loss. Policy LP H8 goes on to state that all development proposals that include the demolition and replacement of affordable housing should follow the Viability Tested Route and seek to provide an uplift, where viable, in addition to re-provision (Part E).

With regards to tenure split, LP Policy H6 and the Mayor's Affordable Housing SPG requires: a minimum 30% as London Affordable Rent or Social Rent homes, a minimum of 30% as intermediate products and the remaining 40% to be determined by the local planning authority based on identified need.

3.4. Croydon Local Plan

LB Croydon's Local Plan was adopted in 2018, stating a requirement to deliver 42,930 new homes in the borough by 2036.

Policy SP2.4 states for developments of 10 units or more the Council will seek to negotiate to achieve up to 50% affordable housing, subject to viability, on the basis of a 60% Rented / 40% Intermediate tenure basis. This is subject to an agreement between the Council and a Registered Provider that a different tenure split is justified.

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Policy SP2.5 states a minimum requirement for 30% affordable housing on the same site as the proposed development, subject to viability. If unviable, the Policy allows for the provision of affordable housing on a donor site if the application is located in the Croydon Opportunity Area or a District Centre, or a minimum 15% affordable provision on-site coupled with the inclusion of a review mechanism within the Section 106 agreement to allow for future contributions subject to an improvement in economic viability.

Policy SP2.5 also states:

“In assessing viability, the Council will compare Residual Land Value with Existing Use Value (plus an incentive to provide a competitive return to a willing landowner) or Alternative Use value if there is an alternative use for the site which would comply with the policies of the development plan and could be implemented; will take account of features which appear to seek to exclude affordable housing by design or by incurring upper quartile construction costs; and will take account of abnormal costs incurred.”

4. Residential Market Review

4.1. UK Housing Market Overview

House prices fell by -0.6% in April, according to Nationwide. Annual house price growth sat at 3.4%, slightly below March (3.9%). The passing of the Stamp Duty deadline on 1st April has led to demand softening and some price falls, as is typical following increased Stamp Duty obligations. Price growth is likely to remain muted through Q2.

March saw the fifth highest number of transactions in any month of the last decade. HMRC provisionally reported 164,650 transactions in March, 66% above the 2017-19 average and 89% above March 2024. Transaction numbers have been above the 2017-19 average since the beginning of 2025, and March was 'crunch time' for those buyers looking to beat the Stamp Duty changes coming in on 1st April. Mortgage approvals, as reported by the Bank of England, have trended down over Q1, however they remain just -0.2% below the 2017-19 average.

Activity is likely to be held back over coming months by the uncertain economic picture, which has left buyers unsure about costs. According to a HomeOwners Alliance survey, 37% of respondents expected mortgage rates to go up compared to 16% expecting falls. The erratic introduction of US trade tariffs have raised alarms about a global recession and the International Monetary Fund (IMF) revised its UK growth forecast for 2025 down from 1.6% to 1.1%. These factors, alongside the Stamp Duty change, have dampened buyers' confidence.

Sub-4% mortgage rates returned to the market in April for buyers with lower loan-to-value mortgages (60% plus) as lenders compete for buyers in the market. Higher loan-to-value products have also seen their interest rates drop. This movement will be supported by Thursday's decision by the Monetary Policy Committee to cut the base rate to 4.25%.

Lower mortgage rates will ease affordability pressures, on top of which some lenders have softened their stress tests. Following the Financial Conduct Authority (FCA) clarification around the stress testing regulations, some banks have altered their affordability criteria. This will enable buyers to borrow more, according to Halifax, up to 13% more than previously. Additionally, the FCA is conducting a Mortgage Rule Review on the future of the mortgage market. Without more supply coming to the market, however, this is more likely to translate into greater house price inflation than increased accessibility to home ownership.

House price growth was highest in Scotland. In the year to January 2025, West Dunbartonshire, Renfrewshire, and Moray had the highest growth of 9.4%, 9.0%, and 7.9%, respectively. Coastal regions continue to see the greatest price falls, notably in Torridge (-5.4%), South Holland (-5.0%), and Ceredigion (-4.3%). Only 21% of local authorities saw house price falls during this period compared to over a third in the year to October.

Negative buyer sentiment continued in April, following the changes to SDLT, with a majority of surveyors reporting a small further fall in new buyer enquiries.

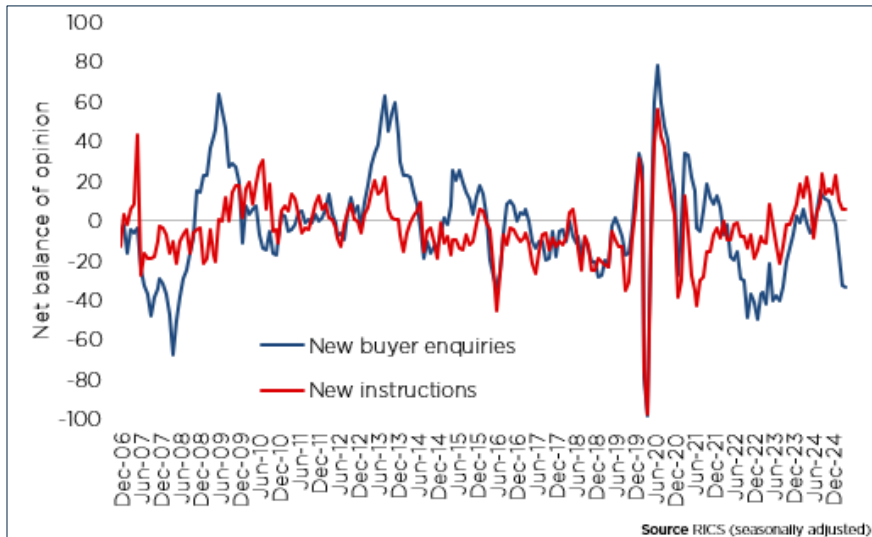
Supply remained at the same level between March and April, indicating a good level of stock coming to market. This has, however, widened the gap between supply and demand. Further price falls are, therefore, likely in the short term.

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



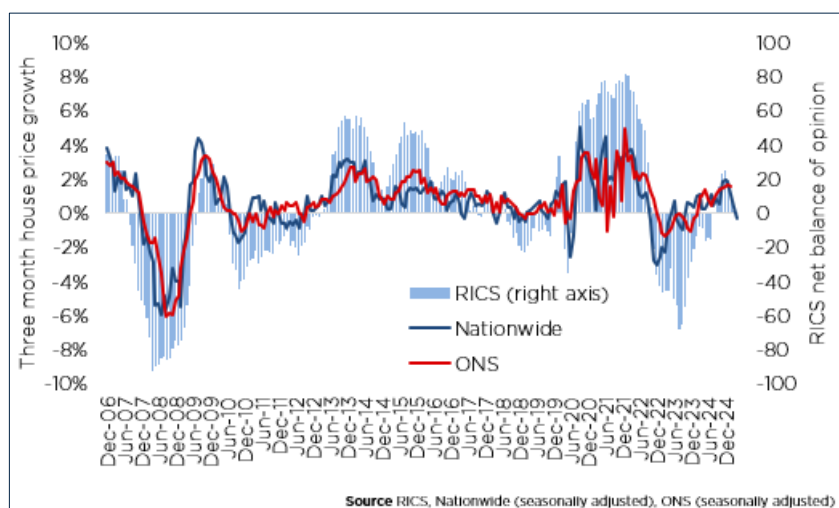
Figure 1: Buyer enquiries remain at their lowest level since 2023



The RICS survey can be a good early indicator of house price movements which are later picked up by other indices. Surveyor sentiment around price growth dipped into negative territory, meaning more surveyors saw price falls than price increases. This is typical following increases to SDLT obligations.

Nationwide data shows that house prices fell by -0.3% in the three months to April, mirroring the slight negative sentiment recorded by RICS. House price growth was stronger on the more lagged ONS index, with 1.6% growth over the three months to February.

Figure 2: The most timely metrics reports small house price falls



Financial Viability Assessment

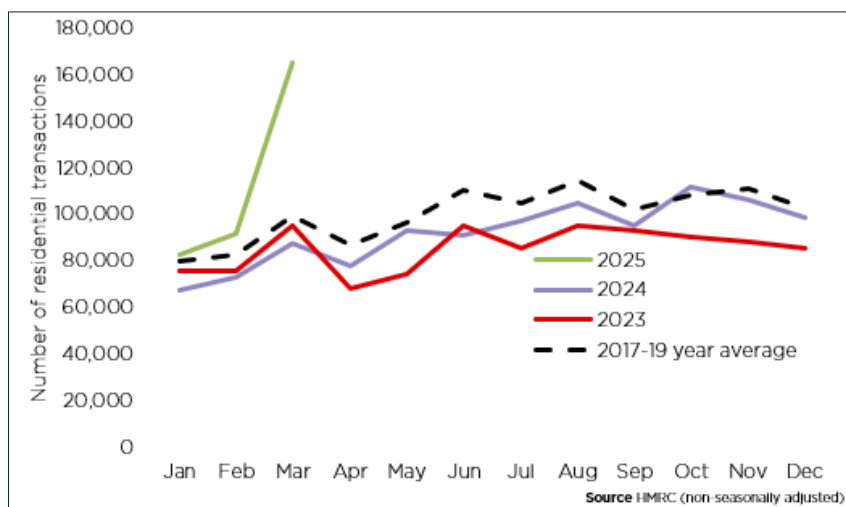
Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



164,650 transactions completed in March, according to HMRC. Sales were significantly bolstered by buyers rushing to complete before 1st April SDLT change. This was the fifth highest month for transactions in the last decade, with numbers 66% the 2017-19 average and 89% above March 2024. The other highest months all precede SDLT changes.

Activity has been trending upwards and will have reached its zenith in March. Looking forwards, we expect transaction numbers to be more muted for a couple of months.

Figure 3: Completed transactions sky-rocket as buyers rush to beat SDLT changes



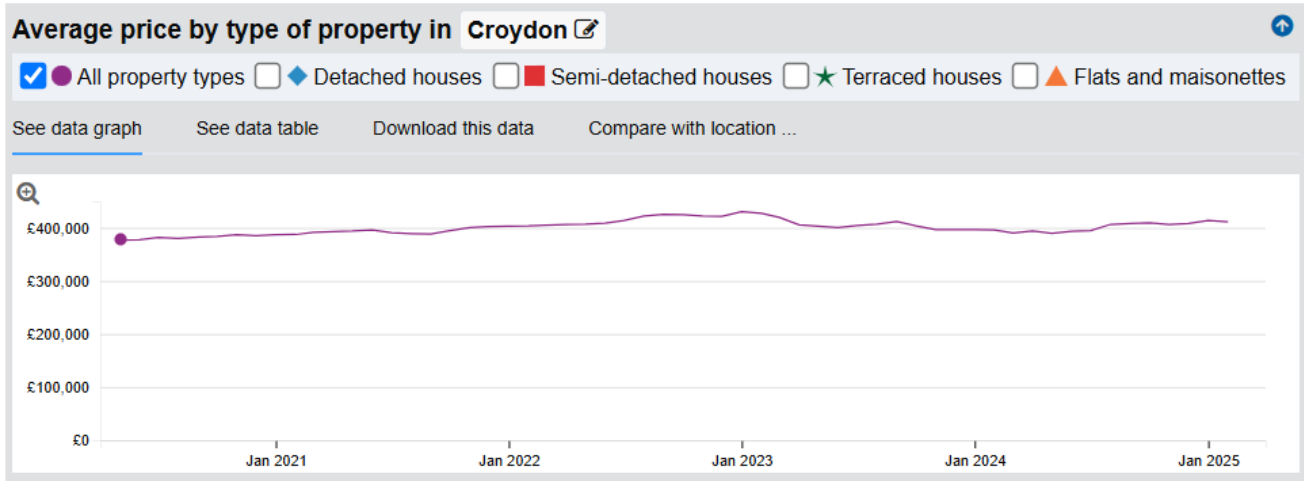
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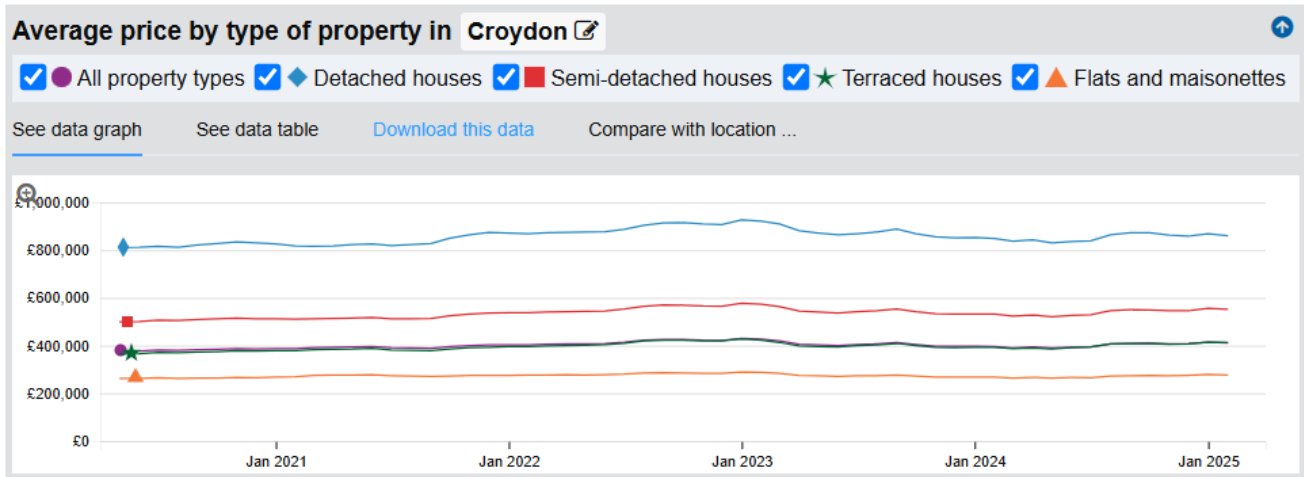
4.2. Local Market Commentary

UK House Price Index data indicates that the average property price in the London Borough of Croydon increased by 5.2% in the year up to February 2025 for all property types (the latest available data), with the current average price sitting at £411,032. Since May 2020 (five-year trend), average values have increased by approximately 9.1%. The performance over the last five years can be seen detailed in the graph below.



Source: UK House Price Index, Land Registry

The performance of all different property types is displayed in the following chart. The graph clearly shows that all properties have followed a similar trend over the last five years, with the average price for flats currently sitting at £276,528. The chart highlights the average values across all property types in Croydon.



Source: UK House Price Index, Land Registry

It should be noted that this information is for the whole of the London Borough of Croydon and data of this nature often conceals local variations. Furthermore, there is often a slight time-lag with the data as sales prices will be agreed and contracts exchanged well in advance of registration with the Land Registry.

4.3. Comparable Evidence

In reaching our opinion of value, we have had regard to a number of sales of comparable properties within the vicinity of the Elm Regina Road Estate. Our valuations are based on market evidence which has come into our possession from numerous sources. Some comes from databases such as the Land Registry or computer databases to which Savills subscribes. In all cases, other than where we have had a direct involvement with the transactions, we are unable to warrant that the information on which we have relied is correct although we believe it to be so.

We would highlight that there is a distinct lack of achieved and available evidence on new build schemes within close proximity to the subject site. We have therefore made reference to properties, analysing transactional and current market data, located on new build developments further afield. Whilst not comparable in terms of geography, we have tried to source recent comparable data of similar sized flats delivered with a modern specification.

4.3.1. New Build Market Transactions

Miheer House – Sterling Rose Developments



Miheer House is a 30-home development brought forward by Sterling Rose Developments, comprising 21 private and 9 affordable homes, all of which are 1 & 2-bed flats. The development is located approximately 0.4 miles from the Site, close to Norwood Junction station. Miheer House launched in July 2022, towards the end of the Help to Buy incentive scheme and nine units had sold by the end of Q2 2023. At this point we understand the remaining 11 private units were converted to rental and construction completed. The units were finished to a good specification with NOLTE Kitchens and Bosch appliances, and the majority of units benefit from private amenity space.

We have had regard to the following achieved sales values:

Address	Achieved Price	SQM	SQFT	£/psf	SQFT	Sold Date
Miheer House	£275,000	45	484	£568	484	May-23
Miheer House	£340,000	53	570	£596	570	Mar-23
Miheer House	£315,000	50	538	£585	538	Mar-23
Miheer House	£282,500	57	614	£460	614	Mar-23
Miheer House	£300,000	57	614	£489	614	Mar-23
Miheer House	£334,000	57	614	£544	614	Mar-23

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Through conversation with the selling agents, we understand that there was a good level of interest in the development upon launch and a number of initial sales were supported by the Help to Buy scheme, however activity slowed as this came to an end. The agent further noted that all the units were marketed off-plan without a show home, which limited the level of interest in the scheme. Whilst we have not had sight of the unit types for the achieved prices shown above, we are aware from the agent that 1-bed units transacted between £275,000 - £305,000, and 2-bed units between £325,000 - £350,000.

We are also aware of current marketing activity on the site guiding a 1-bed property at £320,000-£340,000 (£564-£600 psf) and a 2-bed property at £400,000 (floor area not provided).

We consider that the private dwellings at Regina Road would achieve slightly higher capital values and £/psf rates due to the Site's slightly preferable location compared to Miheer House, which is situated on a small high street largely characterised by ground level retail units and residential uppers.

Dylon Riverside – Weston Homes



Dylon Riverside is a large residential development of 254 homes brought forward by Weston Homes in Sydenham, approximately 3 miles from the Site. The development comprises 205 private sale alongside 49 affordable homes (100% Discount Market Sale ("DMS")). The scheme comprises of two phases, with Phase 1 currently marketing and Phase 2 due to launch later this year. We understand that Phase 1 was initially 76 private units but this changed to 41 private and 35 DMS during Q4 2024. The DMS units allow purchasers to own 100% of the property at a 30% discount to market value.

We have been provided with the achieved values below, reflecting sales across Q3 & Q4 2024 and Q1 2025:

Floor	Beds	NIA - sqm	NIA - sqft	Achieved Price	£/psf
G	1B2P	51.4	553	£255,497	£462
G	1B2P	51.7	557	£259,000	£465
G	1B2P	58.2	626	£262,250	£419
G	1B2P	58.2	626	£262,250	£419
2nd	1B2P	57.9	623	£263,135	£422
1st	1B2P	59.2	637	£263,750	£414
1st	1B2P	57.9	623	£263,750	£423
3rd	1B2P	49.1	528	£265,000	£502
2nd	1B2P	51.3	552	£265,250	£481
2nd	1B2P	50.1	539	£265,250	£492
3rd	1B2P	58.2	626	£265,250	£424

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Floor	Beds	NIA - sqm	NIA - sqft	Achieved Price	£/psf
G	1B2P	48.6	523	£266,000	£509
3rd	1B2P	57.9	623	£266,250	£427
3rd	1B2P	59.2	637	£266,750	£419
G	1B2P	51.7	557	£267,750	£481
2nd	1B2P	51.2	551	£268,100	£487
2nd	1B2P	51.7	557	£268,100	£481
2nd	1B2P	48.6	523	£268,100	£513
3rd	1B2P	48.6	523	£269,150	£515
3rd	1B2P	51.7	557	£269,150	£483
4th	1B2P	58.2	626	£270,000	£431
4th	1B2P	48.6	523	£270,200	£517
4th	1B2P	48.6	523	£270,550	£517
3rd	1B2P	51.7	557	£271,250	£487
4th	1B2P	51.2	551	£271,600	£493
1st	1B2P	51.8	558	£273,000	£489
2nd	1B2P	51.8	558	£273,700	£491
5th	1B2P	57.9	623	£280,000	£449
3rd	1B2P	48.6	523	£349,500	£668
4th	1B2P	51.7	557	£355,000	£637
4th	1B2P	57.9	623	£361,000	£579
1st	1B2P	51.7	557	£364,500	£654
1st	1B2P	48.6	523	£364,500	£697
2nd	1B2P	53.6	577	£368,000	£638
G	1B2P	83.3	897	£371,000	£414
Average 1-beds		53.9	580	£286,101	£493
2nd	2B4P	78.4	844	£336,000	£398
1st	2B4P	78.8	848	£346,500	£409
G	2B4P	78.4	844	£355,000	£421
G	2B4P	78.8	848	£357,000	£421
2nd	2B3P	86.1	927	£385,000	£415
1st	2B4P	68.9	742	£425,000	£573
2nd	2B4P	91.0	980	£435,000	£444
G	2B4P	68.9	742	£444,995	£600
3rd	2B4P	78.4	844	£445,075	£527
3rd	2B4P	91.0	980	£447,500	£457
G	2B4P	82.8	891	£449,995	£505
4th	2B4P	91.0	980	£450,000	£459
2nd	2B4P	68.9	742	£451,500	£608
1st	2B4P	68.9	742	£455,000	£613

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Floor	Beds	NIA - sqm	NIA - sqft	Achieved Price	£/psf
3rd	2B4P	68.9	742	£455,000	£613
1st	2B4P	91.0	980	£455,000	£464
2nd	2B4P	68.9	742	£458,000	£617
3rd	2B4P	68.9	742	£465,500	£627
5th	2B4P	81.2	874	£470,000	£538
2nd	2B4P	78.8	848	£472,500	£557
4th	2B4P	81.2	874	£474,387	£543
G	2B4P	68.9	742	£475,000	£640
3rd	2B4P	81.2	874	£475,000	£543
6th	2B4P	78.8	848	£490,000	£578
1st	2B4P	83.3	897	£495,000	£552
4th	2B4P	83.3	897	£500,000	£557
3rd	2B4P	83.3	897	£500,000	£557
Average 2-beds		78.8	793	£443,295	£559
4th	3B4P	106.5	1146	£622,500	£543
4th	3B6P	106.4	1145	£625,000	£546
6th	3B6P	117.4	1264	£640,000	£506
Average 3-beds		110.1	1185	£629,167	£531

We understand that the scheme is selling well, with approximately 30 reservations between September and December 2024. The on-site agent noted that whilst there is good interest in the private sales units, this is slower than for the DMS units, which sold out quickly. The sales agent noted that there are a handful of ex-new build schemes in the immediate area which are marketing for approximately £100,000 less per unit compared to Dylon Riverside but commented that sales remain strong in spite of this with a limited number of homes remaining available.

We are of the opinion that Dylon Riverside is located in a higher value and slightly more desirable area than Regina Road, and therefore both capital values and £/psf rates at the Site would be lower.

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Eldon Court – Mantle Developments



Eldon Court is a new development of 15 homes comprising 1 & 2-bed flats and duplexes. The scheme is located 0.2 miles from the subject development. It was initially being marketed by Streets Ahead, with three sales achieved, but we understand it recently changed hands and is currently being marketed by Oaks Estate Agents with only a handful of prices released:

Floor	Beds	NIA - sqm	NIA - sqft	Achieved Price	£/psf
1	1	52	565	£310,000	£549
2	1	54	581	£325,000	£559
2	1	57	610	£330,000	£541
Average 1-beds		54.3	585	£321,667	£550
G	2	77	834	£425,000	£510
3, 4	2	72	778	£445,000	£572
1	2	79	854	£450,000	£527
G	2	80	864	£450,000	£521
2	2	75	805	£475,000	£590
1, 2	2	96	1032	£500,000	£484
3, 4	2	90	969	£535,000	£552
Average 2-beds		81.3	877	£468,571	£535

From the asking prices shown above the scheme shows 1-bed units marketed between £310,000-£325,000 (£541-£559 psf), small 2-bed flats between £425,000-£450,000 (£510-£590 psf) and large 2-bed flats between £500,000-£535,000 (£484-£552 psf).

The development is located in a very comparable location to the Site and we would expect the subject units to be finished to a similar specification. Noting that the figures quoted above are marketing prices, we would expect the subject units to achieve capital values towards the lower end or slightly below the ranges shown above.

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Eloise House – Portland Road



Eloise House is a boutique development of c.19 1, 2 & 3-bed flats located on Portland Road, close to Norwood Junction station. A number of homes in the development are currently being marketed and the scheme is located 0.5 miles from the Site. We have had regard to the following asking prices:

Floor	Beds	NIA - sqm	NIA - sqft	Achieved Price	£/psf
G	1	51	549	£300,000	£546
-	1	45	484	£330,000	£682
Average 1-beds		48.0	517	£315,000	£610
-	2	62	668	£425,000	£636
3	2	62	665	£425,000	£639
-	2	65	698	£445,000	£638
3	2	64	689	£449,995	£653
Average 2-beds		63.3	680	£436,249	£642
1	3	77	830	£475,000	£572
2	3	105	1125	£500,000	£444
-	3	94	1016	£515,000	£507
Average 3-beds		92.0	990	£496,667	£575

The asking prices below show 1-bed flats between £300,000-£330,000 (£546-£682 psf), 2-bed flats between £425,000-£449,000 (£636-£653 psf) and 3-bed flats between £475,000-£515,000 (£444-£572 psf). We consider that the asking prices for the 2-bed units are above those typical for the local market, and anticipate that the Regina Road subject units will achieve lower capital values and £/psf rates. However, we consider that values towards the lower end and middle of the range shown for the 1 & 3-bed homes are achievable.

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Venue (Orchard Lodge) – Fairview New Homes



Venue is a 252-unit development comprising 180 private and 72 affordable homes, delivered by Fairview New Homes. The development completed in Q4 2019 and sold out in Q3 2020 with the help of Help to Buy and a number of resales have since transacted. The scheme is located 1.2 miles from the subject site close to Anerley Station. We have had regard to the following most recent resale transactions:

Beds	SQM	SQFT	First Sale Achieved Price	£/psf	Resale Achieved Price	£/psf	% Difference
1	50	538	£333,000	£618	£334,000	£620	0.3%
1	52	560	£340,000	£607	£340,000	£607	0.0%
1	50	538	£350,000	£650	£350,000	£650	0.0%
1	58	624	£355,000	£568	£360,000	£576	1.4%
1	56	603	£363,000	£602	£330,000	£547	-9.1%
1	50	538	£365,000	£678	£332,000	£616	-9.0%
1	50	538	£368,000	£683	£340,000	£631	-7.6%
1	50	538	£375,000	£696	£342,500	£636	-8.7%
Average 1-beds	52.0	560	£356,125	£636	£341,063	£609	-4.2%
2	64	689	£410,000	£595	£415,000	£602	1.2%
2	64	689	£420,000	£609	£450,000	£653	7.1%
2	74	797	£425,000	£533	£440,000	£552	3.5%
2	65	700	£430,000	£614	£410,000	£585	-4.7%
2	64	689	£434,000	£629	£435,000	£631	0.2%
2	64	689	£434,000	£629	£400,000	£580	-7.8%
2	65	700	£435,000	£621	£438,000	£626	0.7%
2	65	700	£435,000	£621	£430,000	£614	-1.1%
2	65	700	£440,000	£628	£415,000	£593	-5.7%
2	74	797	£449,000	£563	£430,000	£539	-4.2%
2	73	786	£450,000	£572	£457,000	£581	1.6%
2	72	775	£455,000	£587	£465,000	£599	2.2%
2	75	807	£457,000	£566	£460,000	£569	0.7%
2	73	786	£460,000	£585	£437,773	£557	-4.8%
2	73	786	£462,000	£587	£475,000	£604	2.8%
Average 2-beds	68.7	739	£439,733	£595	£437,185	£591	-0.6%
3	87	936	£510,000	£544	£490,000	£523	-3.9%

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Beds	SQM	SQFT	First Sale Achieved Price	£/psf	Resale Achieved Price	£/psf	% Difference
3	87	936	£515,000	£549	£510,000	£544	-1.0%
3	87	936	£520,000	£555	£500,000	£533	-3.8%
3	96	1033	£558,000	£539	£530,000	£512	-5.0%
Average 3-beds	89.3	960	£525,750	£548	£507,500	£529	-3.5%

From the resale evidence above we are aware that the average change in achieved capital values for the resale units is 2% lower than the initial sales values. Whilst we have not had sight of the unit types for this scheme to directly compare capital values, we can consider the £/psf rates to provide useful evidence.

We would expect the subject scheme to achieve slightly lower values than the resale prices as, despite the fact that they will benefit from new build condition, Venue is located in the more desirable location of Anerley even as an ex-new build product is anticipated to achieve higher values than at Regina Road.

4.4. Summary

We have reviewed nearby comparable evidence, and have sourced anecdotal evidence from local agents and marketing representatives at the comparable schemes listed above. We are aware that the local sales market in Norwood Junction is typically considered to be a more affordable alternative to higher value, suburban areas in the vicinity such as Anerley and Beckenham, and areas which are situated closer to central London such as Tulse Hill and Brixton, particularly amongst first time buyers. On this basis, we anticipate that there will be stronger demand for the smaller (1 & 2-bed) unit types at Regina Road due to affordability constraints on potential purchasers.

We consider that the Regina Road units will command values comparable to those at Eldon Court on the basis of comparable location and anticipated specification, however lower values than those at Dylon Riverside given its superior location, with higher values at the subject scheme than those at Miheer House.

When considering all of the evidence above, we believe the following baseline values for the proposed private dwellings are appropriate:

Type	Average Unit Size (sqm – NIA)	Average Unit Size (sqft – NIA)	Average Market Value	Value (£ psf)
1b2p Flat	50.0	538	£330,000	£613
1b2p Flat (whc)	65.0	700	£360,000	£515
2b3p Flat	61.0	657	£375,500	£571
2b3p Flat (whc)	75.0	807	£410,000	£508
2b4p Flat	70.0	753	£415,000	£551
3b4p Flat	74.0	797	£450,000	£565
3b5p Flat	86.0	926	£500,000	£540
4b6p Flat	100.0	1,076	£575,000	£534

5. Benchmark Land Value

One of the fundamental principles of the planning viability process is to ensure that a determination on project viability takes into account the requirement for both developer and landowner to generate a “minimum return” in the latest Planning Policy Guidance.

In order to meet this requirement, it is necessary to determine a Benchmark Land Value (BLV) for the purpose of planning viability negotiations. Fundamentally the BLV should reflect a value at which a landowner would be prepared to release their asset for development.

PPGV, Paragraph 13, confirms the preferred approach is to establish this on the basis of an Existing Use Value (EUV). Paragraph 16 confirms that a premium should be applied to the EUV as appropriate:

“...The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. The premium should provide a reasonable incentive for a land owner to bring forward land for development while allowing a sufficient contribution to fully comply with policy requirements”

Alongside this, Paragraph 17 confirms that an Alternative Use Value (AUV) approach may also be used to inform the assessment of BLV. The PPGV states:

“If applying alternative uses when establishing benchmark land value these should be limited to those uses which would fully comply with up to date development plan policies, including any policy requirements for contributions towards affordable housing at the relevant levels set out in the plan. Where it is assumed that an existing use will be refurbished or redeveloped this will be considered as an AUV when establishing BLV.”

Importantly, an assessment reflecting an AUV approach must ensure that this would fully comply with up to date development plan policies and demonstrate that there is market demand for that use.

The GLA’s preferred approach to analysing BLV in a planning viability context was outlined in the Mayor of London’s “Homes for Londoners” Supplementary Planning Guidance (SPG) in 2017.¹ With respect to the assessment of BLV, the SPG states:

“In light of inference to the contrary, either ‘Market Value’, ‘Alternative Use Value’ or ‘Existing Use Value plus’ based approaches can address this requirement where correctly applied; their appropriate application depends on specific circumstances. On balance, the GLA has found that the ‘Existing Use Value plus’ based approach is generally more helpful for planning purposes and supports this approach. The ‘plus’ element will vary on a case by case basis based on the circumstances of the site and owner and policy requirements.”

It goes on to say that the premium applied above EUV should be:

“fully justified based on the income generating capacity of the existing use with reference to comparable evidence on rents, which excludes hope value associated with development on the site or alternative uses”.

¹ “Homes for Londoners – Affordable Housing and Viability Supplementary Planning Guidance 2017” Mayor of London, Greater London Authority (2017)

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Paragraph 3.43 of the SPG states that:

“The premium could be 10 per cent to 30 per cent, but must reflect site specific circumstances and will vary... The level of premium can be informed by benchmark land values that have been accepted for planning purposes on other comparable sites where determined on a basis that is consistent with this guidance.”

From a technical perspective, the Royal Institution of Chartered Surveyors (RICS) published its latest guidance note “Assessing viability in planning under the National Planning Policy Framework 2019 for England” in March 2021. The RICS technical guidance continues to advocate assessing BLV through an EUV plus premium, and an AUV, basis.

Our assessment focuses upon a consideration of EUV plus premium and AUV for the purpose of this assessment, recognising the guidance prescribed in regional and national policy.

5.1. Existing Use Value

In the context of the Site, the Applicant has undertaken an options appraisal exercise which considered alternative interventions for estate improvement. The recommendation following this process was to pursue a comprehensive regeneration strategy, recognising the long-term investment requirement for the existing homes.

However, as set out later in this report, the cost of assembling the relevant property interests in order to enable delivery is significant and will form an important cost item for the project. Therefore, from the Applicant’s perspective, the costs associated with acquiring and assembling third party interest across the Site must be accounted for.

For the purpose of our assessment, we have assumed a nominal EUV of £1 for the Site.

5.2. Landowner Premium

As outlined above, national and regional policy requires consideration of a landowner premium above the EUV to reflect the incentive required for the Site to be released for development. There is no pre-determined formula for establishing the premium for EUV, which will reflect factors unique to each specific application site. GLA guidance suggests that a premium of 10%-30% is commonly applied, albeit the PPGV does not specify a particular range to be adopted.

Given the nominal EUV adopted, we do not consider it appropriate to reflect a landowner premium in this instance.

5.3. Alternative Use Value

At this point we have not sought to consider an AUV for the Site. However, we reserve the opportunity to consider the AUV of the Site subject to further discussion with the Applicant and the Council.

5.4. Benchmark Land Value – Conclusion

Our assessment has primarily considered the Site’s Existing Use Value alongside options for Alternative Use Value, ensuring our approach aligns with technical guidance and national and regional planning policy.

For the purpose of this assessment we have adopted a BLV of £1 for the Site.

6. Viability Appraisal

The appraisal model utilised for this viability assessment is Argus Developer, which is a leading real estate development feasibility programme and provides a comprehensive and easy to review analysis tool. The summary results and key inputs are detailed within this section.

The appraisal has been produced in good faith and all inputs have been provided by Savills, the Applicant or their appointed project team. The appraisal is based on all available information at the date of this report and in consideration that works have not commenced on site, every effort has been made by the Applicant to provide accurate and robust data which shows a true reflection of the site and the costs/incomes anticipated. All supporting documents to evidence the inputs and assumptions are provided in the attached appendices.

6.1. Indicative Development Mix

The proposed residential development mix is as follows:

Unit Type	Phase 1		Phase 2	Total
	Social Rent	Shared Ownership	Private Sale	
1b2p Flat	57	-	60	117
1b2p Flat (whc)	9	-	2	11
2b3p Flat	51	3	11	65
2b3p Flat (whc)	8	-	2	10
2b4p Flat	20	5	5	30
2b4p Flat (whc)	2	-	-	2
3b4p Flat	37	-	30	67
3b4p Flat (whc)	2	-	-	2
3b5p Flat	17	2	2	21
3b5p Flat (whc)	2	-	-	2
3b6p Flat	3	-	-	3
4b5p House	2	-	-	2
4b6p Flat	1	-	3	4
4b7p Flat	3	-	-	3
5b8p Flat	1	-	-	1
Total	215	10	115	340

The proposed tenure mix reflects a 68.4% affordable housing provision by habitable room (95% Social Rent / 5% Shared Ownership).

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The proposals also allow for a maximum of up to 217.7 sqm (GIA) of non-residential floorspace. This will take the form of reprovided pre-school (Class E(f)) and a community space (Class F2).

6.2. Phasing Assumptions

The following phasing assumptions have been applied in line with the indicative construction programme for the project:

Phase	Start on Site	Practical Completion	Months
1	Mar 26	Aug 31	65
2	Jan 30	Feb 32	25

The total proposed construction programme amounts to 71 months.

Sales in Phase 2 are profiled from 18 months post-commencement, assuming initial sales will be achieved in parallel with construction progressing towards practical completion. In doing so we have adopted a sales rate of 4 per calendar month.

6.3. Income-Side Assumptions

6.3.1. Private Sales

Our valuation of private sale tenure homes in Phase 2 reflects the market assessment prepared in Section 4. On this basis our opinion of value for the proposed units is outlined in the following table:

Type	Count	Average Unit Size (sqm – NIA)	Average Unit Size (sqft – NIA)	Average Market Value	Value (£ psf)
1b2p Flat	60	50.0	538	£330,000	£613
1b2p Flat (whc)	2	65.0	700	£360,000	£515
2b3p Flat	11	61.0	657	£375,000	£571
2b3p Flat (whc)	2	75.0	807	£410,000	£508
2b4p Flat	5	70.0	753	£415,000	£551
3b4p Flat	30	74.0	797	£450,000	£565
3b5p Flat	2	86.0	926	£500,000	£540
4b6p Flat	3	100.0	1,076	£575,000	£534
Total	115	61.1	658	£380,565	£581

Reflecting our understanding of current local market conditions, we are of the opinion that the aggregate Market Value (Subject to Vacant Possession) for the Private Sale units equates to £43.77 million (£581 psf). Our pricing approach takes into consideration current asking prices and recent achieved sales values within nearby schemes as presented in Section 4, alongside a detailed consideration of the location of the scheme.

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6.3.2. Social Rented

The detailed proposals allow for provision of 215 Social Rented homes, an increase in provision of 49 units compared to the existing number of tenanted properties. All Social Rented homes are expected to come forward in Phase 1.

Our DCF valuation approach reflects the following assumptions:

- 35-year term
- Average passing rent of £172 per week
- CPI + 1.0% rent and cost inflation
- £1,900 per unit per annum management and maintenance costs, plus programmed repairs sinking fund allowances
- 2.0% voids and bad debt allowance.

The aggregate value for the package of Social Rented homes amounts to £30.1 million, equivalent to c.£140,000 per unit (£185 psf).

6.3.3. London Shared Ownership

The outline proposals allow for the provision of 10 London Shared Ownership (LSO) homes. These homes are anticipated for delivery within Phase 1

To appraise the value of the LSO tenure we have prepared a discounted cashflow (DCF) analysis for the proposed mix of homes coming forward within each respective construction phase. Our analysis assumes an average 25% initial equity sale will be achieved, and a rent of between 2.50%-2.75% will be charged against the value of retained equity. We have also allowed for an annual maintenance and management cost of £500 per unit pa for the first 10 years of occupation, in line with the changes to the freeholder's obligations for the tenure arising from the recent government consultation.

Our valuation assumes that the respective unit types will be affordable to households with the following gross incomes:

- 2-bed units: £65,000
- 3-bed units: £80,000.

The aggregate value for the package of LSO homes amounts to £2.89 million, equivalent to c.£289,000 per unit (£363 psf).

6.3.4. Grant Funding

We understand that the Applicant has secured a grant allocation from the GLA to support the delivery of the regeneration project. Reflecting the proposed affordable housing tenure mix, we have modelled a grant income subsidy of £53.508 million, profiled 50% at Start on Site and 50% at Practical Completion for Phase 1.

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6.3.5. Non-Residential Uses

For the purpose of our assessment we have assumed a peppercorn income from the pre-school and community space provided.

6.4. Cost-Side Assumptions

6.4.1. Land Assembly Costs

Tenant relocation and disturbance costs, and leaseholder / freeholder buy backs have been profiled in line with information supplied by the Applicant.

The current Home Loss Payments (Prescribed Amounts) (England) Regulations 2023 came into force in October 2023. It established a minimum amount for compensation for households being relocated of £8,100 per household. A further £2,000 per household is allowed for relocation costs. Multiplied by c. 79 existing tenanted households, we calculate a compensation payment for existing tenants of £797,900. Costs have been profiled reflecting the distribution of tenanted homes between Phases 1 & 2.

There are 17no. Resident homeowners, and 5no. Non-Resident homeowners present on the Estate. Including statutory home loss compensation payments, we have allowed for an aggregate cost of £7.01 million for the acquisition of these property interests. This includes allowances for home loss premium reflecting the status of the leaseholder, removal and valuation fees.

Additional professional fees and temporary accommodation costs have not been allowed for at this stage. Nor have any cost allowances been made towards potential CPO costs. We have not made any contingency allowance within our assessment.

For the purpose of our assessment we have applied aggregated land assembly costs of £7.81 million.

6.4.2. Construction Costs

A cost estimate for the proposed redevelopment project has been prepared by the Applicant's cost consultant, Pellings. This reports a total assumed build cost of £146.39 million, equating to an all-in build cost of £432 psf based on a total GIA of 31,462 sqm (338,654 sqft). We have applied this cost amount within our financial appraisal.

The proposed build cost includes allowances for all physical works including contractor preliminaries, post-contract design fees, OHP and contingency. The budget cost excludes other professional, technical and planning fees.

6.4.3. Professional Fees

For new-build development we would generally expect professional fees to be in the region of 8%-12% of works cost to reflect all planning and professional consultant fees (in-house and external) involved in a project of this nature, including Architect fees, Structural Engineer, M&E Engineer, Planning Consultant, Surveyor, Project Manager, Quantity Surveyor and CDM Co-ordinator.

Given the scale of proposals and physical works costs we have allowed for a professional and planning fees allowance (excluding post-contract detailed design fees allowed for in the physical works cost budget) of 2.0% of works costs. This includes allowance for all costs associated with the planning application process, and the range of external technical fees outlined above and site overheads including maintaining security, plus NHBC costs.

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6.4.4. Section 106 / Community Infrastructure Levy contributions

Reflecting the Council's CIL charging schedule, we have applied a CIL contribution of £29.62 psm (2025 rate) for MCIL 2 and £204.89 psm (2025 rate) for Croydon CIL.

Through liaison with the Applicant we have applied a chargeable area of 6,978 sqm (GIA) after deducting Social Housing relief and reflecting net additionality in terms of proposed floor area. On this basis we calculate a CIL liability of £206,697 for MCIL 2 and £1,429,728 for Croydon CIL.

At this stage we have allowed for a contingent S106 allowance of £1,000 per unit towards local infrastructure contributions, and welcome further clarification from the Council to confirm what appropriate sum should be allowed in due course.

6.4.5. Disposal Fees

The allowance for disposal fees is as follows:

- Marketing – 1.0% of private sale GDV
- Residential Sales Agency – 1.5% of private sale GDV
- Residential Legal Fees – 0.35% of GDV.

We have not allowed for any costs against the non-residential floorspace.

6.4.6. Finance

Generally, borrowing from the market for development projects are linked to SONIA + margin + fees. This will apply equally to the most of corporate borrowings including developers and housebuilders. In the current economic environment, borrowing costs for this development will be c.10.0%-10.5% (SONIA c.4.2% + margin c.3.5% + fees & commitment fees 2.5%) to fund maximum of 60% of project cost. The remaining 40% is required to be funded from the Applicant's equity which will carry an opportunity cost at least equivalent to UK Gilts (currently priced c. 4.0% for 24-month borrowing).

For the purpose of our assessment finance charges are based upon a total cost of capital of 7.5%. This is an "all-in" cost, inclusive of arrangement and exit fees, reflecting the nature of proposed development. Whilst the appraisal model assumes 100% debt financing, in practice we expect financing of the project would be through a combination of debt and equity, which itself will be utilised with a consideration of the opportunity cost against not being deployed elsewhere. Our assumed finance rate reflects a lender margin and risk premium assuming substantial equity will be invested by the Applicant and/or future development partner in the land and build costs, who will have a good track record in residential development.

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6.4.7. Developer Return Requirement

An important factor in the preparation of an FVA is the level of return which a developer may reasonably require from undertaking the development. This will depend on a number of factors, including the size of the development, level of perceived risks inherent in its delivery, the scale of funding required, market dynamics (both current and future) and the anticipated timescales for construction and subsequent receipts (and therefore returns) to be realised.

Once again significant market uncertainty associated with rising debt costs, rising mortgage costs (and reducing availability of products) for prospective purchasers, and historically high inflation, provides a challenging context for bringing forward residential development.

Reflecting the scale of development, price point sought and wider market sentiment, we have factored in an 17.5% Profit on Gross Development Value (GDV) allowance for speculative residential development, 4.0% Profit on GDV for affordable tenure housing (noting the re-provision nature of a significant quantum of the proposed affordable housing should reduce risk of disposal), to reflect a competitive return to the developer. Nil margin has been allowed against the community floorspace.

6.5. Results of the Proposed Scheme

In considering the financial viability of the application scheme we have appraised the project reflecting the proposed tenure mix, which reflects a 68.4% affordable housing provision by habitable room (95% Social Rent / 5% Shared Ownership). On this basis our analysis presents the following outturn financial position for the project:

Income / Expenditure Item	Amount
Income	
Private Sale	£43,765,000
Social Rented	£30,100,000
London Shared Ownership	£2,890,000
Commercial / Non-Residential	£0
Affordable Tenures Grant	£53,508,000
Gross Development Value	£130,263,000
Purchaser costs	£0
Net Development Value	£130,263,000
Expenditure	
Land Assembly	£7,807,900
Construction	£146,392,776
Professional Fees	£2,927,856
CIL	£1,636,425
Section 106	£340,000
Sales & Marketing	£1,362,768
Finance	£16,264,759
Profit	£9,080,117
Gross Development Cost	£185,812,601
Residual Land Value	-£55,549,597

Our analysis indicates that the project generates a **negative Residual Land Value (RLV) of -£55,549,597** reflecting the **proposed affordable housing contribution**, significantly below the adopted BLV of £1.

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On this basis we conclude that the project is technically unviable based on the proposed scale of affordable housing and other planning gain contributions assumed. The Applicant remains committed to the promotion of the project on the basis of previous studies relating to the investment costs associated with the existing buildings, and the wider benefits that the application will deliver in terms of an increase in social housing. However, it is clear that the economics of the project do not enable any further obligations to be placed upon the project.

A summary appraisal is provided in **Appendix 3**.

6.6. Alternative Phase 2 Mix – 40% Family Housing

In addition to the application scheme, the Applicant has also tested an alternative development mix for Phase 2 which incorporates 40% family-sized housing (3+ bedrooms) within Phase 2. The increased proportion of larger unit types results in a reduction in the overall number of homes delivered to 111 dwellings. Our appraisal of this option points to a worsening in financial performance, with a negative RLV of -£59,508,253 generated.

For clarity, we do not reference this as the basis of the performance for the application scheme, but include it at the request of the Applicant.

A summary appraisal is also provided in **Appendix 3**.

6.7. Sensitivity Analysis

6.7.1. Movement in Project Income and Physical Works Costs

To enable a more comprehensive understanding of the financial performance of the application, we have conducted sensitivity analysis reflecting potential movement in total project income and construction costs. For the purpose of our analysis we have considered the impact of a 10.0% and 20.0% increase and decrease in total project income, and total construction costs.

The outcomes of this assessment are outlined in the following table:

Table of Profit Amount and Land Cost

Sales: Rate /m ²					
Construction: Rate /m ²	-20.000%	-10.000%	0.000%	+10.000%	+20.000%
-20.000%	£7,264,093	£8,172,105	£9,080,117	£9,988,128	£10,896,140
	£33,955,046	£26,161,377	£18,376,253	£10,599,541	£2,900,926
-10.000%	£7,264,093	£8,172,105	£9,080,117	£9,988,128	£10,896,140
	£52,550,852	£44,738,296	£36,929,473	£29,127,382	£21,331,724
0.000%	£7,264,093	£8,172,105	£9,080,117	£9,988,128	£10,896,140
	£71,199,246	£63,373,749	£55,549,597	£47,731,635	£39,915,917
+10.000%	£7,264,093	£8,172,105	£9,080,117	£9,988,128	£10,896,140
	£89,886,181	£82,049,492	£74,216,098	£66,385,502	£58,557,408
+20.000%	£7,264,093	£8,172,105	£9,080,117	£9,988,128	£10,896,140
	£108,598,360	£100,756,037	£92,913,715	£85,074,810	£77,238,121

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The analysis demonstrates the impact that swings in income and cost amounts would have on the baseline negative RLV position. It suggests an 20% increase in project income coupled with a similar reduction in total construction costs would be enable a viable position to be approached in terms of realising a positive RLV alongside minimum return to the developer.

Alongside this the analysis also demonstrates the significantly negative impact that an increase in build costs or reduction in projected income would result in, reflecting the inherent risk associated with bringing forward new development.

7. Summary and Conclusions

This financial viability assessment report relates to the hybrid planning application for the regeneration and redevelopment of the Regina Road Estate in South Norwood, SE25. The application proposes the comprehensive regeneration of the Regina Road Estate to significantly increase the amount and quality of housing accommodated, alongside retention of existing community uses at ground floor level.

A financial analysis of the application indicates the scheme is technically unviable based on the proposed tenure mix, which assumes provision of 215 Social Rent and 10 Shared Ownership homes, reflecting a 68.4% affordable housing provision by habitable room. Our analysis indicates the project generates a negative RLV of -£55,549,597 assuming the proposed tenure mix is delivered, subject to the provision of £53.508 million of grant funding.

On this basis we conclude that the outturn financial performance of the proposals falls considerably below that required in order to be considered technically viable.

Despite the financial challenges identified through our analysis, the Applicant is committed to promoting the proposed regeneration subject to the proposals outlined in this report. The reasons for this have previously been articulated in an LB Croydon Council Cabinet report in 2022, driven primarily by the extent of capital expenditure requirement to maintain the existing blocks to be uneconomic when compared to the adoption of a redevelopment approach. Alongside this the proposed application will deliver upon the Applicant's objective to improve the quality of housing within the Site through ensuring new homes meet minimum space standards and other qualitative benchmarks, which are otherwise unachievable through a retention of existing blocks.

Our analysis demonstrates both the importance of grant funding to help address the economic challenges of the project, and the inability of the application to make further contributions towards affordable housing and other planning contributions.

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Appendices

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Appendix 1 Terms of Business

TERMS OF BUSINESS CONSULTANCY

Savills (UK) Limited's standard terms of business are set out below. The accompanying engagement letter (the Letter) may vary these terms. The Letter and the terms of business will together form our Terms of Appointment and, as required by The Estate Agents Act 1979 also constitute the written terms of business which, along with their fees, agents are required to confirm to their clients. When you have read and understood the Letter and these Terms, you should sign and return the copy of the Letter to us to record your acceptance of them. If you fail to return the copy to us or fail to acknowledge your acceptance in writing (including by email), but continue to instruct us in relation to the Services, you will be deemed to have accepted these terms and the conditions set out in the Letter.

In this agreement, any reference to "we", "our" or "us" is to Savills (UK) Limited, reference to "you" is to the client to whom the Letter is addressed and references to the "Appointment" is to our appointment under the Terms of Appointment. In these terms the singular includes the plural and the masculine includes the feminine.

1.0 Our Responsibilities

1.1 Our role and responsibilities as agent and/or consultant, as appropriate, are set out in the Letter.

1.2 We undertake to comply with the terms of the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), the Business Protection from Misleading Marketing Regulations (BPRs) and other legislation where relevant to our Appointment as agent and/or consultant.

2.0 Fees

2.1 Responsibility for Payment of Fees, Costs & Charges

2.1.1 The person or company identified in the Letter as the client is responsible for payment of our fees, costs and charges. If more than one party is to be responsible, the Letter should be signed by all relevant parties and their liability will be joint and several.

2.1.2 From time to time we may pay commission to third parties who introduce new clients or new business to us. This may include an introduction made to you or in respect of business that we conclude for you. We pay commission out of revenue earned from the relevant introduction.

2.2 Calculation of Fees

2.2.1 Our fees for the Appointment are set out in the Letter.

2.2.2 Unless otherwise agreed in writing, our fees are exclusive of any other specialist consultants' advice that may be required e.g. service engineers. We will advise you of the need for such advice as necessary. When the Appointment of another specialist consultant is required, we will undertake responsibility for the co-ordination and integration of such specialist consultant's work, but the appointment will be made directly between you and the other specialist consultant, and will form a separate contractual relationship. Unless otherwise agreed in writing, we have no responsibility for such other specialist consultant's performance of your instructions. Where you approve the appointment of a specialist consultant, you hereby authorise us to enter into a contract with such consultant on your behalf.

2.3 Expenses

2.3.1 In addition to the fees quoted above, reasonable disbursements will be charged. Travel and subsistence, photography, printing, photocopying, binding, postage and couriers are all charged as disbursements.

2.3.2 Until we receive written authority to proceed in connection with incurring disbursements, we reserve the right not to proceed with the consultancy.

2.4 Timing of Payment

2.4.1 Unless otherwise specified in the Letter, we shall raise invoices for our fees on a monthly basis.

2.4.2 Subject to clauses 2.1 to 2.3 above, our fee and any outstanding expenses are due and payable within 14 days following receipt of invoice.

2.5 VAT

2.5.1 All our fees, costs and charges are exclusive of Value Added Tax, which (where applicable) will be paid by you to us in addition to the sums due.

2.6 Interest and Recovery of Fees

2.6.1 Interest will be payable at 4% above the Barclays Bank base rate from time to time on any invoice that remains unpaid for 14 days after payment is due.

2.6.2 If we find it necessary to use solicitors or other parties to recover agreed fees, costs or charges, you agree to pay any reasonable costs incurred by us in this respect.

3.0 Suspending and Terminating Instructions

3.1 You or we may at any time terminate the Appointment by giving not less than 28 days' written notice (unless otherwise agreed in the Letter). Notice by either side does not detract from our right to charge fees under clause 2.0 above.

3.2 Either party may terminate this Appointment immediately upon giving notice in writing to the other party if (in the reasonable opinion of the terminating party) any one or more of the following events occurs or is likely to occur:

3.2.1 a party making any voluntary arrangement with its creditors, entering administration or going into liquidation; or

3.2.2 a security holder taking possession, or a receiver or administrative receiver being appointed, over all or any part of the property or assets of a party; or

3.2.3 any other similar or analogous event in any jurisdiction;

3.2.4 the other party commits a material breach of these Terms of Appointment.

3.3 We may suspend performance of our obligations under these Terms of Appointment without liability if you fail to pay any sum when due and fail to rectify such breach within seven days of receiving notice of non-payment.

3.4 If this Appointment is terminated or suspended for any reason under clause 3.0 above, you shall pay all fees and expenses due, commensurate with the services performed, including time spent in closing down the instruction. We reserve the right to invoice for all disbursements incurred to date and the greater of the time-charge for the work carried out or:-

3.4.1 Lump-sum fixed fees: pro-rata the fee by reference to the stage that work has reached;

3.4.2 'Success' fees: a reasonable percentage of the anticipated fee, by reference to the stage in negotiations that has been reached;

4.0 Limitation of Liability

- 4.1** Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), loss of business or goodwill, or for any special, indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in these Terms of Appointment will exclude or restrict any liability which either party may have for (i) death or personal injury arising out of negligence, (ii) fraudulent misrepresentation or (iii) any other liability which cannot be restricted or excluded by law.
- 4.2** We will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically, where through no fault of our own the relevant information, data or communication has been corrupted or otherwise modified as a result of it being supplied or sent electronically. You will be responsible for ensuring that any materials you provide or send us by any electronic medium and/or by computer disk are, and remain, virus free.
- 4.3** Subject to clauses 4.1 and 4.2 our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Appointment or otherwise under the Terms of Appointment, unless otherwise agreed in writing, shall be limited to £5.0m. Where we agree in writing to accept liability to more than one party, the limit on our liability in this clause will be shared between such parties (including you), and it is up to you and such parties to decide how our liability is to be apportioned.

5.0 Indemnity

- 5.1** Subject to clause 4.0 above you will indemnify and keep us indemnified on an after tax basis against all losses, damages, costs and expenses suffered or incurred by us, arising out of or by virtue of your instructions to us or arising out of any act, omission or default by you, any joint agent or any other third party instructed by you, other than any losses, damages, costs and expenses arising by virtue of our default or negligence.
- 5.2** During the term of the Appointment and for a period of 6 years thereafter, we will maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £5.0m and shall, on your request, produce confirmation from our insurance broker giving details of cover and that the current year's premium has been paid.

6.0 Compliance

6.1 The CPRs and BPRs

- 6.1.1** Under the CPRs and BPRs it is a criminal offence for an agent to make inaccurate or misleading statements about property whether in sale particulars, adverts, photographs or verbal statement. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge.
- 6.1.2** You will ensure that you advise us of all material facts relevant to us acting as agent and that all information provided by you and/or your professional advisers is and remains complete, accurate and not misleading, for example:
- 6.1.2.1** you will inform us of any unusual or onerous encumbrances, restrictions, easements, outgoing or conditions attaching to the property; and
- 6.1.2.2** you will inform us if the property does not comply with all relevant statutory requirements or if the property has not been constructed or is occupied in contravention of or is to be sold or let without valid planning permissions and building regulation and all other approvals required by regulation; and

- 6.1.2.3** you will check all marketing materials and promptly notify us if any part of those materials is or becomes incomplete, inaccurate or misleading.

- 6.1.3** We will notify you as soon as reasonably practicable if we become aware that any information provided by you is incomplete, inaccurate or misleading. You will be responsible for any additional costs subsequently incurred by us to ensure that the circulation of incomplete, inaccurate or misleading information is rectified, whether by the reissue of amended marketing materials or otherwise.

6.2 Money Laundering

- 6.2.1** We are obliged to identify our clients in accordance with the requirements of The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. We are likely to request from you, and retain, some information and documentation for these purposes and/or make searches of appropriate databases electronically. For the avoidance of doubt, searches may also be conducted on directors and "beneficial owners" of the client as required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the instruction. Furthermore, under the Regulations, if the property is owned by any form of corporate body (including trusts etc), the corporate body has a legal obligation to provide us with information in order to allow us to identify the beneficial owner.
- 6.2.2** The provision of our services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, we are required to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.

6.3 Register of Overseas Entities

- 6.3.1** In certain circumstances, overseas entities owning property in the UK must register on a register of overseas entities maintained by Companies House and keep that register up to date. If you are an overseas entity, it is your responsibility to ensure that you are registered on the Register of Overseas Entities held at Companies House and that you have obtained an Overseas Entity ID. Failure to do so may restrict your ability to deal with or acquire UK property (including registration of title and/or any rights with the Land Registry) and can result in the commission of criminal offences and/or imposition of financial sanctions. We are not engaged by you to provide services in respect of registration with Companies House or any advice in respect of your application for such registration and accept no responsibility for any failure or delay to register

6.4 Data Protection

- 6.4.1** We may use your personal information in our provision of services to you. Please see our Privacy Notice for details of how your personal information will be used. Our Privacy Notice can be found at the following web address: <http://www.savills.co.uk/footer/privacy-policy.aspx>

6.5 Equality Act 2010

- 6.5.1** We are committed to promoting equality and diversity in all our dealings with clients, suppliers, third parties and employees and require that you co-operate with this approach. If you would like to see a copy of our equality and diversity policy please contact the Company Secretary at 33 Margaret Street, London W1G 0JD, or compliance@savills.com.

6.6 Anti-Corruption

6.6.1 You shall comply at all times with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

7.0 Health and Safety

7.1 You are responsible for all health and safety, and environmental obligations in accordance with all relevant laws, enactments, orders, codes of practice and regulations in relation to our Appointment.

7.2 You must ensure that we are notified of and provided with all relevant information relating to risks to health and safety and any documentation and/or measures in place to manage those risks. This includes any relevant information to ensure that any viewings or visits are conducted safely.

8.0 Confidentiality

8.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clauses 8.2 and 8.3 below.

8.2 Each party may disclose the other party's confidential information:

8.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's obligations under Terms of Appointment ("Permitted Recipients"). Each party shall ensure that its Permitted Recipients comply with this clause 8; or

8.2.2 with the other party's prior consent; or

8.2.3 as may be required by law, court order or any governmental or regulatory authority.

8.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms of Appointment.

8.4 The provisions of this clause shall survive any termination of this Appointment.

9.0 Use of Information

9.1 Subject to our confidentiality obligations under clause 8, information provided to us by you, or relating to our instructions may be published or otherwise used by us for marketing purposes either before or after the expiry or termination of our Appointment.

9.2 All advice and services produced for you ("Work") is to be regarded as confidential to the party to whom it is addressed and is intended for the use of that party only. Consequently, in accordance with current practice, no responsibility is accepted to any third party in respect of the whole or any part of the Work. Before the Work, or any part of it is reproduced, our written approval as to the form and context of such publication must be obtained.

10.0 Intellectual Property Rights

10.1 All Intellectual Property Rights and all other rights in all reports, drawings and accounts and other documentation created, prepared or produced by us in relation to our Appointment shall be owned by us. Subject to 10.2 below, we license all such rights to you free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable you to make reasonable use of such reports, drawings and accounts and other documentation.

10.2 You acknowledge that, where we do not own any pre-existing materials, your use of rights in pre-existing materials is

conditional on us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

11.0 Complaints Procedure

11.1 In accordance with the Royal Institution of Chartered Surveyors' Rules of Conduct, we operate a formal procedure to deal with complaints from clients and others. Details of this procedure are available from the Complaints Handling Officer (complaints@savills.com).

11.2 For unresolved business to business complaints there are provisions for matters to be referred to mediation or arbitration as appropriate. We are also members of the 'Property Redress Scheme' for the resolution of any consumer complaints that are not satisfactorily resolved between the parties.

11.3 Your right to pursue any dispute through the courts is not affected by the option to resolve a dispute through the complaints procedure or arbitration.

12.0 Third Party Rights

12.1 We are a member of the group of companies whose ultimate holding company is Savills plc. These Terms of Appointment, including any written variation, may be enforced by any member of the Savills Group pursuant to the Contracts (Rights of Third Parties) Act 1999, but otherwise the Provisions of the Contracts (Rights of Third Parties) Act will not apply.

12.2 Notwithstanding that these Terms of Appointment may be enforced by Savills Group, the Terms of Appointment may be varied or the Appointment may be suspended or terminated in accordance with the Terms of Appointment or by mutual consent, in each case without the consent of any such third party.

13.0 Assignment

13.1 You shall not be entitled to assign, sub-contract or otherwise dispose of any of your rights or obligations under these Terms of Appointment without our prior written consent.

13.2 We may at any time and without seeking your consent, assign or sub-contract our rights and obligations under these Terms of Appointment to another company within the Savills Group (the "Transferee"). On condition that the Transferee undertakes for your benefit to perform with effect from the date of assignment all of our obligations under these Terms of Appointment in our place, you shall accept such performance and shall release us from any and all obligations and liability under these Terms of Appointment arising on or after the date of assignment.

14.0 Order of Priority

14.1 The Letter and these terms are to be read together as a single document which make up the Terms of Appointment. In the event of any conflict, the terms of the Letter will prevail

15.0 Force Majeure and similar

15.1 We reserve the right to delay performance or to cancel the Appointment (without liability to you) and we will not be liable to you for any delay in performing or failure to perform our obligations under the Terms of Appointment where that delay or failure is caused by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or your default provided that, if the event in question continues for a continuous period in excess of 10 days, you shall be entitled to give notice in writing to us to terminate the Appointment.

16.0 Severability

16.1 If any provision of the Terms of Appointment (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Terms of Appointment, and the validity and enforceability of the other provisions of the Terms of Appointment shall not be affected. If a provision of these Terms of Appointment (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.0 Entire Agreement

17.1 The Terms of Appointment constitute the entire agreement and understanding of the parties as to the subject matter of the Terms of Appointment. They supersede any prior agreement or understandings between the parties and no variation of the Terms of Appointment will be binding unless agreed in writing.

18.0 Applicable Law and Jurisdiction

18.1 These Terms of Appointment and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with these Terms of Appointment shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties to these Terms of Appointment irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising under or in connection with these Terms of Appointment. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18.3 Where relevant, the Terms of Appointment will be subject to both the 2008 edition of the RICS 'Surveyors acting as Expert Witnesses' and 'Surveyors acting as Advocates' Practice Statement and Guidance Notes' and the Civil Procedure Rules and Pre-Action Protocols that came into force in April 1999. A judicial or quasi-judicial body in the United Kingdom may rely upon our subsequent Expert Evidence. A copy of the RICS 'Surveyors acting as Expert Witnesses and Advocates Practice Statement and Guidance Notes' can be supplied to you on request.

19.0 Provision of Service Regulations

19.1 Under the Provision of Service Regulations 2009, we are required to make certain information available to customers to whom we are providing services. This information can be found at the following web address:
<http://www.savills.co.uk/footer/provision-of-services-regulations.aspx>

20.0 Additional terms applicable to Rating Services

20.1 We will use reasonable endeavours to obtain your prior approval, however you confirm that we shall have full authority to settle rating negotiations directly with the Valuation Officer on your behalf without receiving your prior consent with regard to any agreement or withdrawal.

20.2 In the event that our negotiations with the Valuation Office Agency do not bring about a successful outcome (including for example a change in the Rateable Value) we will make a recommendation to you as to the opportunity for appeal to Valuation Tribunal. We may agree to carry out such appeal services to the upper tribunal/ appeal courts where we consider at our reasonable discretion that the matter has a reasonable prospect of success. The parties confirm and acknowledge that the fees in respect of these services shall be negotiated and agreed by the parties separately (acting

reasonably) taking into account the particular circumstances of the case but the general terms of these Terms of Appointment shall apply to any such services.

20.3 We shall not accept rate refunds from Local Councils on your behalf pursuant to these Terms of Appointment and any such arrangements shall be by separate written agreement between the parties.

20.4 We may render invoices in respect of the Fees following a change in the Rating List in respect of the relevant Property or following receipt of an amended rate demand from the Local Council showing a lower Rateable Value (and evidence of such shall be presented to us by you promptly) or on receipt of any other such unequivocal evidence demonstrating a total liability reduction. Invoices shall be in respect of the total savings throughout the Rating List and shall be based on an estimated Uniform Business Rate (UBR) multiplier (calculated in line with inflation at a rate as based on the Consumer Prices Index).

20.5 For the avoidance of doubt:

20.5.1 a fee is not payable on receipt of the Valuation Officer's acceptance or acknowledgement of a proposal;

20.5.2 a fee is not payable notwithstanding the withdrawal of a proposal; and

20.5.3 where an assessment is reduced, but there is no immediate or anticipated monetary benefit to you in the form of refunds or reduced Rateable Value liability, you shall be charged on a time spent basis. We shall only act in relation to such matters with express instruction from you.

20.6 You acknowledge that in the event a matter is progressed to appeal, you shall be liable in respect of any appeal fees. You should consult the Enterprise Act 2016 for information regarding such fees.

20.7 You further acknowledge that there are civil penalties applicable if incorrect information is supplied knowingly, recklessly or carelessly by you, or by us to the Valuation Office Agency on your behalf.

20.8 The Services shall be supplied in accordance with the RICS/IRRV/RSA Rating Consultancy Code of Practice (as from time to time in force) which regulates RICS consultancy work. A copy of the current code is available on request from us.

21.0 Regulation by RICS

21.1 Savills (UK) Limited is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Nicola McGinnis (nmcginnis@savills.com), Chief Financial Officer.

Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



Appendix 2 Application Scheme Site Plans



- Key**
- 1B2P
 - 2B3P
 - 2B4P
 - 3B4P
 - 3B5P
 - 3B6P
 - 4B5P Townhouses
 - 4B6P
 - 4B7P Mews House
 - 5B8P
 - Ancillary
 - Pre-School
 - Community
 - Storey Heights
 - X - Block Number
 - Y - Storey Height
 - Z - Unit Number
 - Phase 01 Site Boundary
 - Phase 02 Site Boundary
 - Communal Main Entrances
 - Communal Ancillary Entrances
 - Private Flat Entrances

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

Rev.	Status	Date	Description	Rev.	Chk'd
C01	A3	10.06.25	Planning Issue		AL
C02	A3	12.06.25	Updated Planning Issue. Internally Reviewed.		AL

Client Name: **Croydon Council**

Project Name: **Regina Road Estate Regeneration**

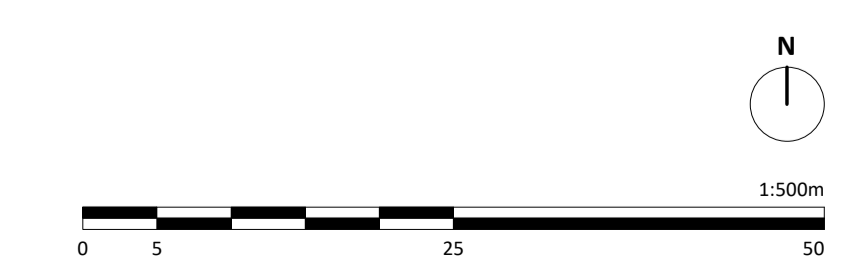
Drawing Name: **Proposed Ground Floor Site Plan**

Drawing Number: **RRM-BPTW-S01-00-DR-A-0600** Rev: **C02** Status: **A3**

Project No: **23-129** RIBA Stage: **03** Drawn By: **AL** Scale: **1:500 @ A1**

PLANNING ISSUE

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





- Key**
- 1B2P
 - 2B3P
 - 2B4P
 - 3B4P
 - 3B5P
 - 3B6P
 - 4B5P Townhouses
 - 4B6P
 - 4B7P Mews House
 - 5B8P
 - Ancillary
 - Pre-School
 - Community
- Storey Heights
 X - Block Number
 Y - Storey Height
 Z - Unit Number
- Phase 01 Site Boundary
 - Phase 02 Site Boundary
 - Communal Main Entrances
 - Communal Ancillary Entrances
 - Private Flat Entrances

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

Rev.	Status	Date	Description	Rev.	Chk'd
C01	A3	10.06.25	Planning Issue		AL
C02	A3	12.06.25	Updated Planning Issue. Internally Reviewed.		AL

Client Name: **Croydon Council**

Project Name: **Regina Road Estate Regeneration**

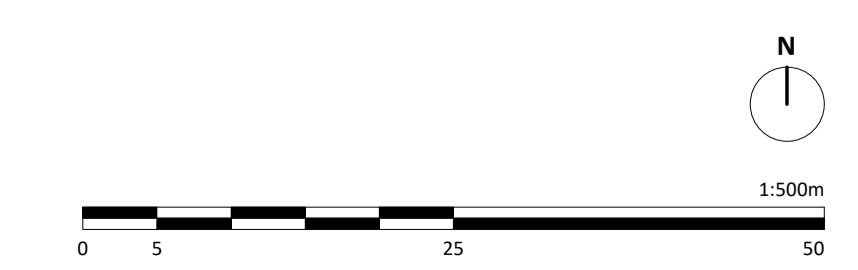
Drawing Name: **Proposed First Floor Site Plan**

Drawing Number: **RRM-BPTW-S01-01-DR-A-0601** Rev: **C02** Status: **A3**

Project No: **23-129** RIBA Stage: **03** Drawn By: **AL** Scale: **1:500 @ A1**

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Financial Viability Assessment

Regina Road Estate, bounded by Regina Road & Sunny Bank, London, SE25



Appendix 3 Summary Financial Appraisal – Application Scheme

Regina Road, land bounded by Regina Rd & Sunny Bank, SE25
Application Scheme - 215 SR, 10 LSO & 115 PS

Development Appraisal
Savills
18 June 2025

465

**Regina Road, land bounded by Regina Rd & Sunny Bank, SE25
Application Scheme - 215 SR, 10 LSO & 115 PS**

Appraisal Summary for Merged Phases 1 2

Currency in £

REVENUE

Sales Valuation	Units	m ²	Sales Rate m ²	Unit Price	Gross Sales
P1 - SR	215	15,081.00	1,995.89	140,000	30,100,000
P1 - LSO	10	739.00	3,910.69	289,000	2,890,000
P2 - PS	<u>115</u>	<u>6,993.00</u>	6,258.40	380,565	<u>43,765,000</u>
Totals	340	22,813.00			76,755,000

Investment Valuation

Community Space

Manual Value 1

Pre-School

Manual Value 1

Total Investment Valuation 2

GROSS DEVELOPMENT VALUE 76,755,002

Additional Revenue

P1 - GLA Grant 53,508,000
53,508,000

NET REALISATION 130,263,002

OUTLAY

ACQUISITION COSTS

Residualised Price (Negative land) (55,549,597)
(55,549,597)

Other Acquisition Costs

VP - Tenant relocation 474,700
VP - LH buybacks 7,010,000
VP - Tenant relocation 323,200
7,807,900

CONSTRUCTION COSTS

Construction

	m ²	Build Rate m ²	Cost
Community Space	436.21	0.00	1
Pre-School	617.77	0.00	1
P1 - SR	20,811.00	4,938.99	102,785,248
P1 - LSO	1,024.00	4,938.99	5,057,526
P2 - PS	<u>8,573.00</u>	4,496.68	<u>38,550,000</u>
Totals	31,461.98 m²		146,392,776 146,392,776

Section 106 Costs

S106 225.00 un 1,000.00 /un 225,000
S106 115.00 un 1,000.00 /un 115,000
MCIL 2 206,697
CIL - Croydon 1,429,728
1,976,425

PROFESSIONAL FEES

Professional & Technical Fees 2.00% 2,927,856
2,927,856

DISPOSAL FEES

Sales Agent Fee 1.50% 656,475
Marketing 1.00% 437,650
Sales Legal Fee 0.35% 268,643
1,362,768

TOTAL COSTS BEFORE FINANCE 104,918,127

FINANCE

Regina Road, land bounded by Regina Rd & Sunny Bank, SE25**Application Scheme - 215 SR, 10 LSO & 115 PS**

Debit Rate 7.5000%, Credit Rate 0.0000% (Nominal)

Total Finance Cost 16,264,759

TOTAL COSTS 121,182,885**PROFIT 9,080,117****Performance Measures**

Profit on Cost% 7.49%

Profit on GDV% 11.83%

Profit on NDV% 11.83%

IRR% (without Interest) N/A

Profit Erosion (finance rate 7.500) 12 mths

Regina Road - 40% 3+ bed in P2 sensitivity
Application Scheme - 215 SR, 10 LSO & 111 PS

**Regina Road - 40% 3+ bed in P2 sensitivity
Application Scheme - 215 SR, 10 LSO & 111 PS**

Appraisal Summary for Merged Phases 1 2

Currency in £

REVENUE

Sales Valuation	Units	m ²	Sales Rate m ²	Unit Price	Gross Sales
P1 - SR	215	14,826.00	1,946.92	134,256	28,865,000
P1 - LSO	10	729.00	3,923.18	286,000	2,860,000
P2 - PS	<u>111</u>	<u>6,957.00</u>	6,219.63	389,820	<u>43,270,000</u>
Totals	336	22,512.00			74,995,000

Investment Valuation

Community Space

Manual Value 1

Pre-School

Manual Value 1

Total Investment Valuation 2

GROSS DEVELOPMENT VALUE 74,995,002

Additional Revenue

P1 - GLA Grant 53,508,000
53,508,000

NET REALISATION 128,503,002

OUTLAY

ACQUISITION COSTS

Residualised Price (Negative land) (59,508,253)
(59,508,253)

Other Acquisition Costs

VP - Tenant relocation 474,700
VP - LH buybacks 7,010,000
VP - Tenant relocation 323,200
7,807,900

CONSTRUCTION COSTS

Construction

	m ²	Build Rate m ²	Cost	
P1 - SR	20,811.00	4,938.99	102,785,248	
P1 - LSO	1,024.00	4,938.99	5,057,526	
P2 - PS	<u>8,957.46</u>	4,497.17	<u>40,283,196</u>	
Totals	30,792.46 m²		148,125,970	148,125,970

Section 106 Costs

S106 225.00 un 1,000.00 /un 225,000
S106 111.00 un 1,000.00 /un 111,000
MCIL 2 206,697
CIL - Croydon 1,429,728
1,972,425

PROFESSIONAL FEES

Professional & Technical Fees 2.00% 2,962,519
2,962,519

DISPOSAL FEES

Sales Agent Fee 1.50% 649,050
Marketing 1.00% 432,700
Sales Legal Fee 0.35% 262,483
1,344,233

TOTAL COSTS BEFORE FINANCE 102,704,794

FINANCE

Debit Rate 7.5000%, Credit Rate 0.0000% (Nominal)
Total Finance Cost 16,926,300

**Regina Road - 40% 3+ bed in P2 sensitivity
Application Scheme - 215 SR, 10 LSO & 111 PS**

TOTAL COSTS	119,631,093
PROFIT	8,871,909

Performance Measures

Profit on Cost%	7.42%
Profit on GDV%	11.83%
Profit on NDV%	11.83%
IRR% (without Interest)	N/A
Profit Erosion (finance rate 7.500)	12 mths

Dan Kehoe
Director

+44 (0) 7968 550 325
DJKehoe@savills.com



Protected Assets Certificate

THE LONDON BOROUGH OF CROYDON (REGINA ROAD) COMPULSORY PURCHASE ORDER 2026

1. Listed Buildings

Nil return – the proposals in the Order will not involve the alteration, demolition or extension of any buildings listed under Section 1 of the Planning (Listed Buildings in Conservation Areas) Act 1990.

2. Buildings Subject to Building Preservation Orders

Nil return – the proposals in the Order will not involve the demolition, alteration or extension of any building which is the subject of a building preservation notice.

3. Other buildings which may be of a quality to be Listed

Nil return – the proposals in the Order will not involve the demolition, alteration or extension of any buildings which may qualify for inclusion in the statutory list under the criteria in The Principals of Selection for Listing Buildings (March 2010).

4. Buildings within a Conservation Area

Nil return – the proposals in the Order will not involve the demolition, alteration or extension of any buildings included in a conservation area designated under section 69 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (or, as the case may be, section 70 of that Act) and which require planning permission for demolition


5. Scheduled Monuments

Nil return – the proposals in the Order will not involve the demolition, alteration or extension of any monument which is scheduled under Section 1 of the Ancient Monuments and Archaeological Areas Act 1979.

6. Registered parks/gardens/historic battlefields

Nil return – the proposals in the Order will not involve the demolition, alteration or extension of any parks, gardens or historic battlefields which are registered pursuant to the Historic Buildings and Ancient Monuments Act 1953.

Dated: 5th March 2026

Signed: 

London Borough of Croydon

Bernard Weatherill House

8 Mint Walk

Croydon

CR0 1EA

Regina Road Estate Compulsory Purchase Order (CPO)

Equalities Impact Assessment and Community Infrastructure Statement

Prepared for:
The Mayor and Burgess of the London Borough of Croydon – Housing

Date:
February 2026

Trium Environmental Consulting LLP
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hello@triumenv.co.uk
www.triumenvironmental.co.uk

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INTRODUCTION

- 1 This Equalities Impact Assessment (EqIA) and Community Infrastructure Statement has been prepared by Trium Environmental Consulting LLP on behalf of the Mayor and Burgess of the London Borough of Croydon – Housing (hereinafter referred to as the ‘Council’), who is seeking a compulsory purchase order (CPO) to enable the redevelopment of Regina Road Estate to provide a mixed-use residential led development with community space and a pre-school (the ‘Proposed Development’). Regina Road Estate is bounded by Regina Road and Sunny Bank, London, SE25 (the ‘site’), and located within the administrative boundary of the London Borough of Croydon (LBC).
- 2 CPO approval follows the consented June 2025 hybrid planning application (reference 25/02016/OUT) for the Proposed Development (the ‘2025 Planning Application’). Thus, this report should be read in conjunction with the EqIA submitted in support of the 2025 Planning Application (the ‘2025 EqIA’), which provides further detail on the Proposed Development.

Overview of this EqIA and Community Infrastructure Statement

- 3 In accordance with the Equality Act 2010¹ and in step with Greater London Authority (GLA) guidance, an EqIA has been undertaken to define and address any likely differential and disproportionate impacts associated with the Proposed Development and corresponding CPO on people with protected characteristics. This assessment also supports the Council in discharging its Public Sector Equality Duty (PSED), as defined within the Equality Act, by setting out the likely equality-related impacts of the CPO.
- 4 EqIAs are a widely accepted tool to provide an evidence base for local authorities’ decision-making processes and planning objectives, and to assist public bodies in demonstrating compliance with the PSED. In its review of the Proposed Development and the CPO which will enable it, this report demonstrates that throughout all stages of the decision making process, the Council has had regard for the need to eliminate unlawful discrimination and to advance equality of opportunity for those with protected characteristics.
- 5 Additionally, in accordance with the GLA’s London Plan² Policy S1 and the LBC’s validation requirements, a Community Infrastructure Statement has been undertaken alongside this EqIA to define community infrastructure needs within the local area and to address the Proposed Development’s re-provision of community infrastructure. This statement also discusses any further community benefits of the Proposed Development, as well as giving recommendations where appropriate.
- 6 The methodology and conclusions of this EqIA and Community Infrastructure Statement reference a range of data sources and assessments across the planning deliverables associated with the 2025 Planning Application and the CPO process. These are cited in this document as they appear.

The Site and Existing Uses

- 7 The site, centred on Ordnance Survey (OS) National Grid Reference TQ 34381 68652, is irregular in shape. It is bound to the north by Bradshaws Close, Camille Close and Armistice Gardens, to the east by North Wood Court and other residential dwellings, to the south and southeast by Sunny Bank and Bevill Close, and to the west by Sunny Bank.
- 8 The site is approximately 2.51 ha and is comprised of post-war housing that is in poor condition, car parking, green space containing a basketball court and children’s playground, and Portland Bill Pre-School.

¹ His Majesty’s Stationery Office (HMSO) (2010). *Equality Act 2010*.

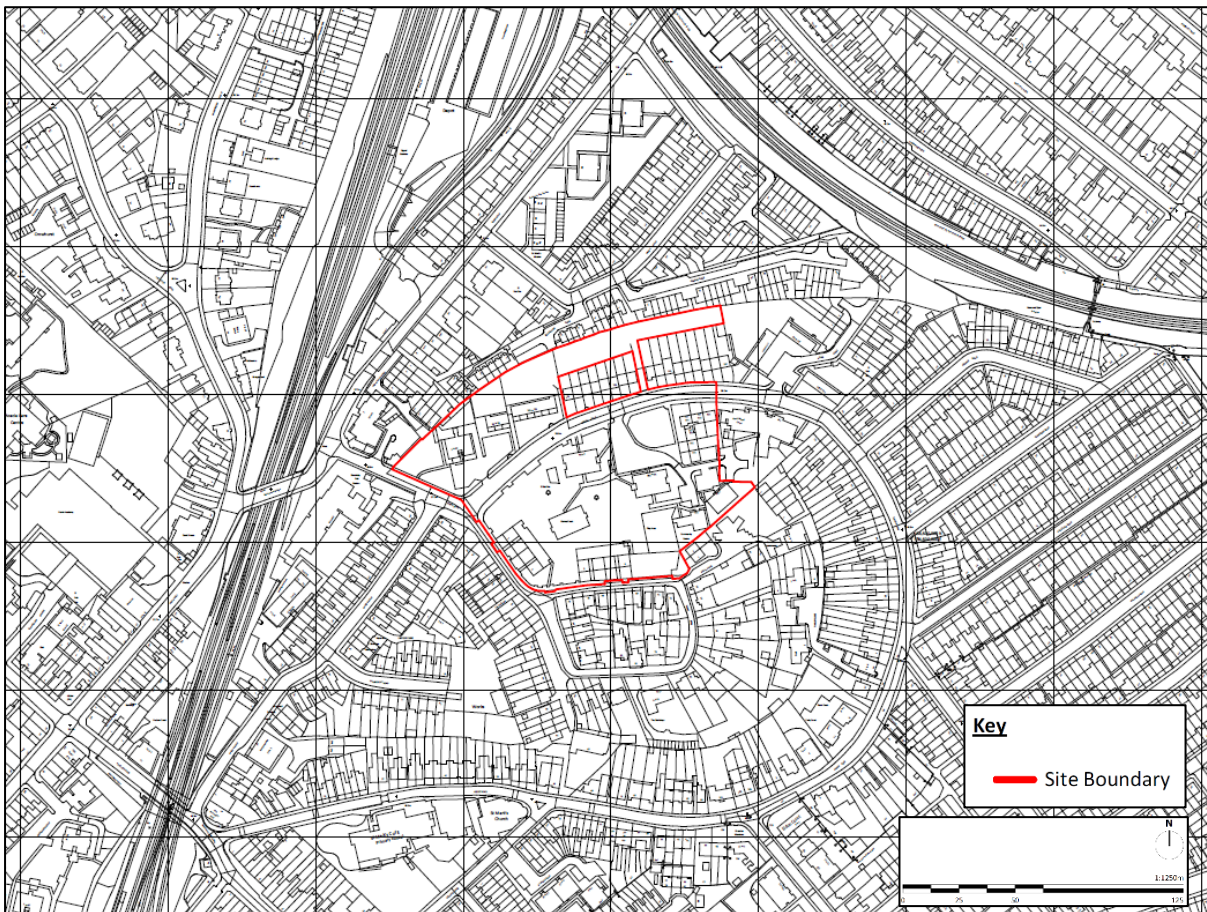
² GLA (2021). *The London Plan: The Spatial Development Strategy for Greater London*.

- 9 The CPO redline boundary is shown in Figure 1, and the planning application redline boundary is shown in Figure 2. The site location plan is shown in Figure 3.

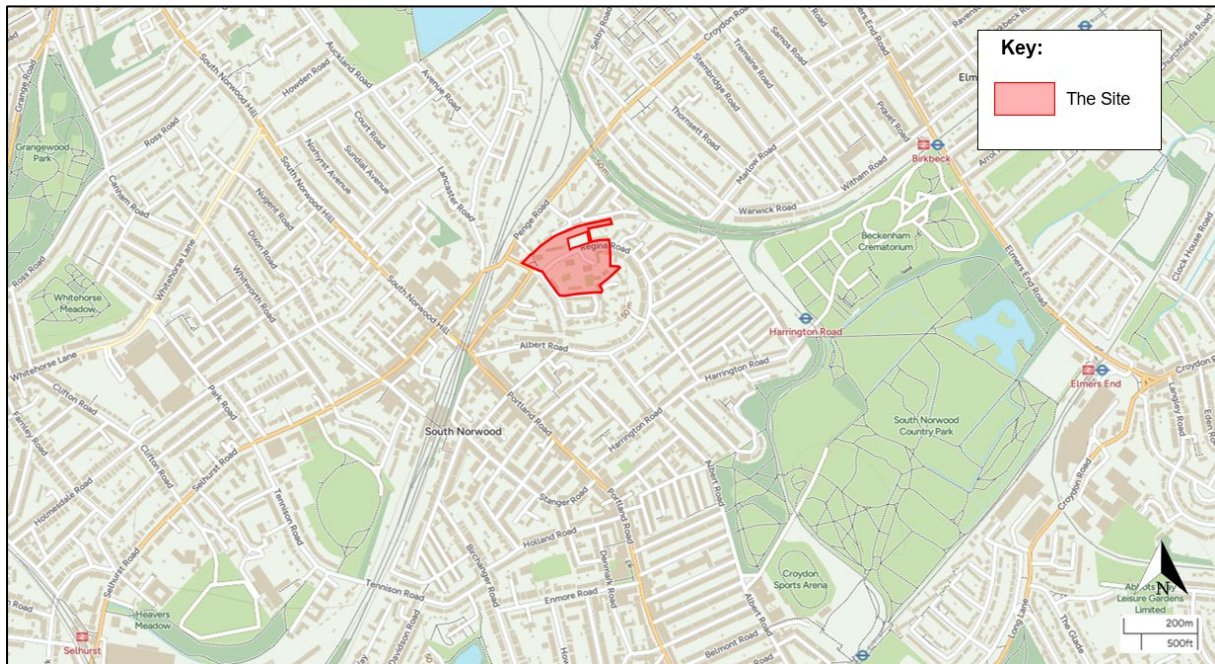
Figure 1 CPO Redline Boundary



Figure 2 Planning Application Redline Boundary³



³ The planning application site boundary has been used for all other figures in this EqlA and Community Infrastructure Statement, as the whole site area is relevant for this report.

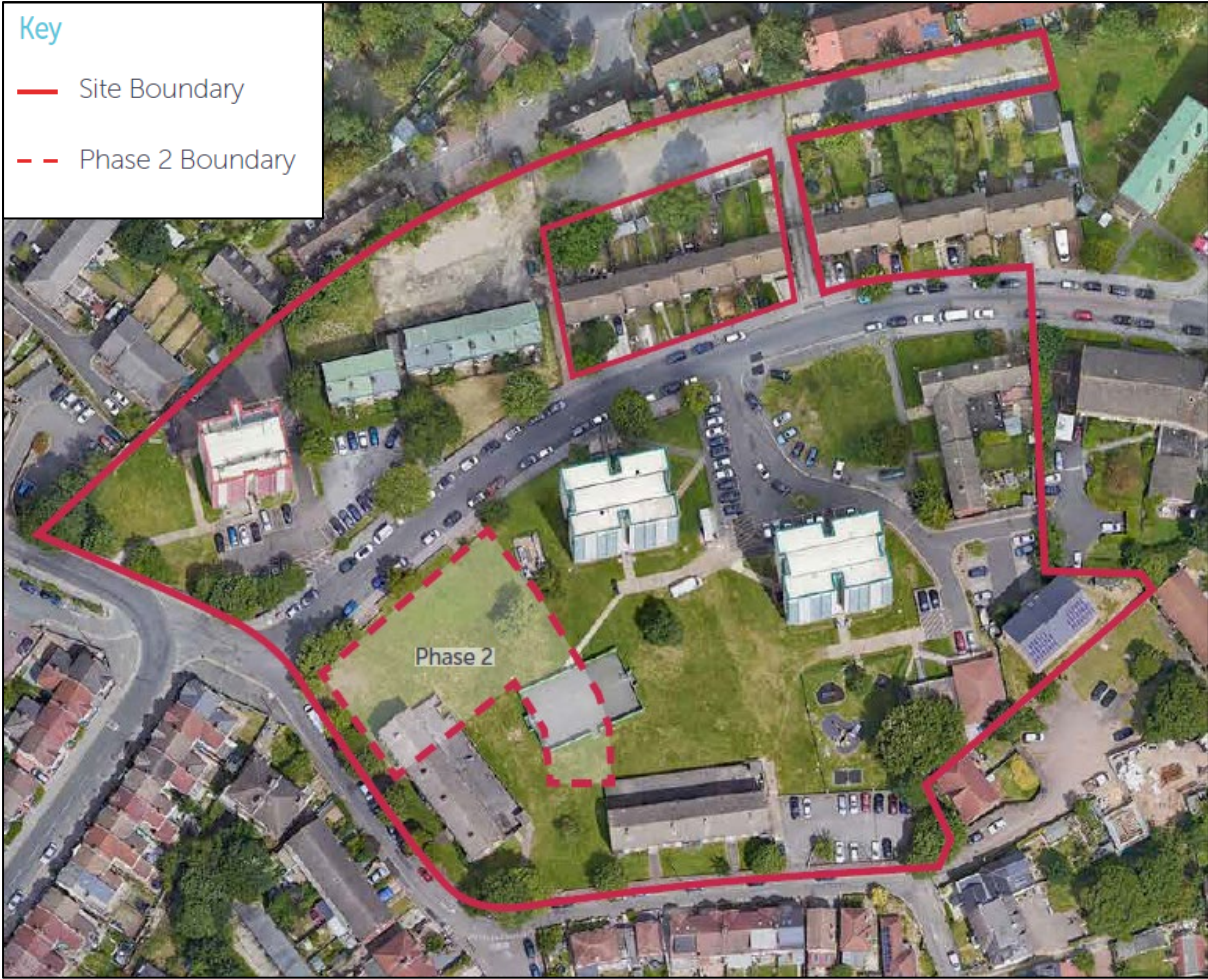
Figure 3 Site Location

Base Map Source: OS (2024)

The Proposed Development

- 10** As per the 2025 Planning Application, the Proposed Development is for the residential development of up to 340 homes, with a community space and a pre-school as the only mixed-use components. The Proposed Development will comprise of two phases, Phase 1 (the detailed application) and Phase 2 (the outline application), as shown in Figure 4.
- 11** Phase 1 will bring forward:
- 225 affordable homes (Use Class C3);
 - 128.7m² of pre-school space (Use Class E(f));
 - 89.0m² of community space (Use Class F2);
 - 2,750m² of play space; and
 - Public realm improvements, landscaping, and associated works.
- 12** Phase 2 will bring forward:
- Up to 115 homes (Use Class C3); and
 - Public realm improvements, landscaping and associated works.
- 13** Demolition has already been approved (reference 24/02656/PAD) for 1-87 Regina Road, a 13-storey residential tower on the site of Block A (Phase 1). The existing secure tenants of Regina Road Estate will have the option to relocate into the new affordable homes; however, the exact number of returning residents is not known at this stage.

Figure 4 Phases of the Proposed Development



METHODOLOGY AND SCOPE

Assessment Methodology

- 14 Without a single standard EqIA methodology, the methodology and assessment criteria for preparing the EqIA are derived from a range of sources including the Equality Act, UK Research and Innovation's (UKRI) EqIA Guidance and Template⁴, and past professional experience of completing EqIAs. It also draws on other widely recognised impact assessment guidance such as the NHS London Healthy Urban Development Unit (HUDU) Rapid Health Impact Assessment (HIA) Tool⁵ and HUDU Healthy Urban Planning Checklist⁶ (collectively referred to as 'HUDU Guidance').
- 15 This style of assessment provides sufficient information on the baseline presence and conditions of individuals with protected characteristics to allow for a systematic consideration of the likely implications of the Proposed Development on these communities. It also provides opportunities to suggest mitigation and enhancement measures as appropriate to the findings of the assessment.

Scope of the Assessment

- 16 The scope of the assessment will cover the following:
- **Local Community Facilities:** This section outlines the community facilities being provided by the Proposed Development, and how this infrastructure responds to the needs of existing and future residents. This section also includes further recommendations regarding how the Proposed Development may better respond to local needs.
 - **Impact and Needs Analysis – Existing Residents:** This assessment considers effects to the existing residents of Regina Road Estate, who will be displaced (either temporarily or permanently) as a result of the CPO. Consideration is given to both scheme details from the 2025 Planning Application and additional details pertaining to this CPO, and will include suggested mitigation and enhancement measures where appropriate.
 - **Equality Impact and Needs Analysis – Protected Characteristics:** This assessment considers the effects to individuals with protected characteristics as a result of the CPO (both existing/ future residents on-site, and those living and working nearby). As above, consideration is given to both scheme details from the 2025 Planning Application and additional details pertaining to this CPO, and will include suggested mitigation and enhancement measures where appropriate.
 - **Conclusion:** The EqIA and Community Infrastructure Statement closes with a summary of the main findings of the assessment and the overall impact of the Proposed Development, as well as a summary of any recommended mitigation or enhancement measures.
- 17 The following annexes are provided to support the assessment and its findings:
- Annex 1: Community Facilities Baseline and Audit;
 - Annex 2: Protected Characteristic Baseline;
 - Annex 3: Legislation and Policy; and
 - Annex 4: Mitigation and Monitoring Table.

Scoped-In Protected Characteristics

- 18 Individuals with the following protected characteristics are likely to be impacted (adversely or beneficially) by the CPO, and as such are assessed in this EqIA:

⁴ UKRI (2022). *Equality Impact Assessment Guidance and Template*.

⁵ HUDU (2017). *HUDU Planning for Health: Rapid Health Impact Assessment Tool*.

⁶ NHS Healthy Urban Development Unit (2017). *Healthy Urban Planning Checklist*.

- Age;
- Disability;
- Pregnancy and Maternity;
- Sex; and
- Race.

Scoped-Out Protected Characteristics

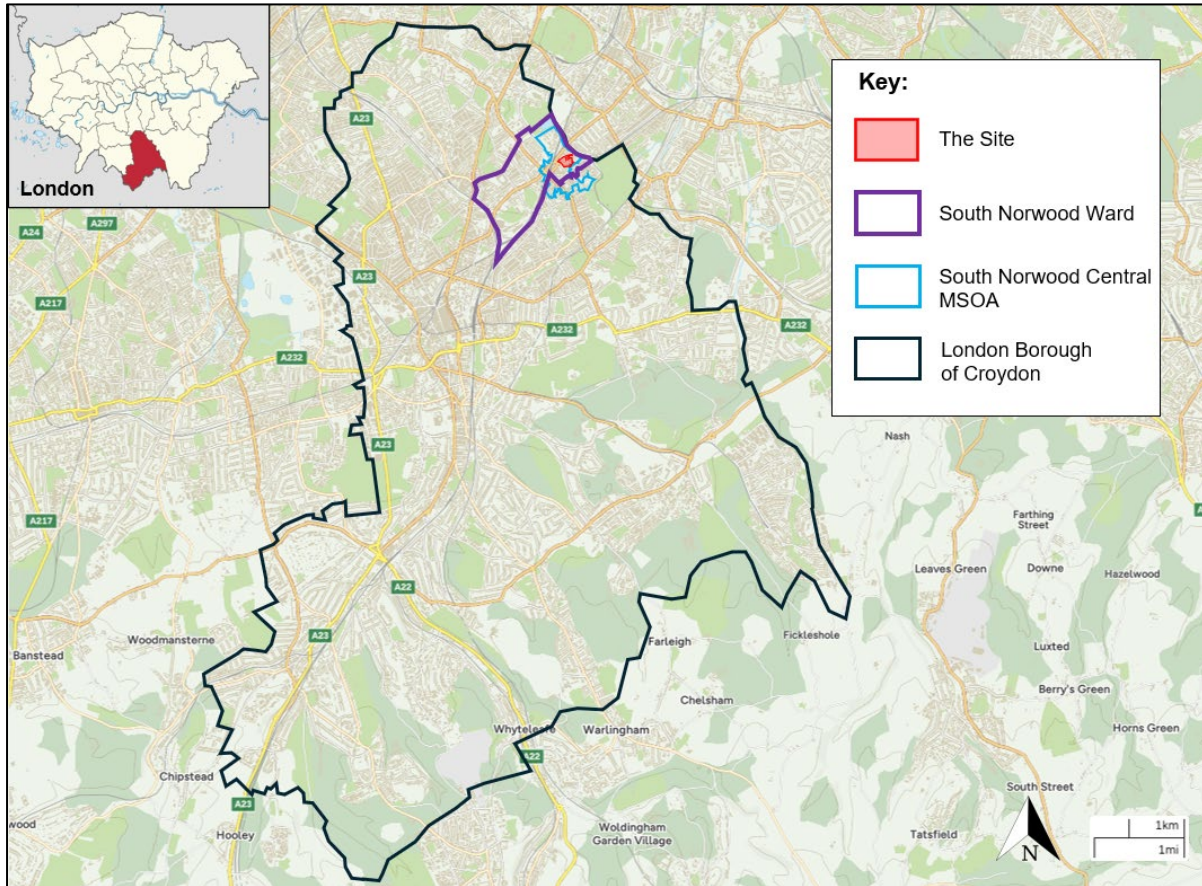
19 As informed by the 2025 EqIA for the Proposed Development, the following protected characteristics are unlikely to be impacted (adversely or beneficially) by the CPO and have thus been scoped out of this assessment:

- Gender reassignment;
- Marriage and civil partnership;
- Religion or belief; and
- Sexual orientation.

Assumptions and Limitations

- 20** Wherever possible, the baseline year for this assessment is 2025, the latest year for which at least some complete data is available. For some data, including some health and census data, the next most recent year is used.
- 21** In some cases, comprehensive data on the protected characteristics is difficult to obtain due to small sample sizes and the need to maintain respondent anonymity. In other cases, data is unavailable altogether. In these cases, as much reliable evidence has been provided as is available.
- 22** The site is located in South Norwood ward, within the LBC, London, England, with South Norwood ward used as the primary study area. Where data is not available at the ward level, South Norwood Central Middle Super Output Area (MSOA) may also be referenced. The LBC, London and England are used as geographic comparators, depending on available data, to provide context.
- 23** The study area boundaries for the Site, South Norwood ward, South Norwood Central MSOA and LBC are shown in Figure 5 below:

Figure 5 Study Area



Base Map Source: OS (2024)

LOCAL COMMUNITY FACILITIES

- 24** Overall, South Norwood ward and the wider LBC benefit from a diverse range of community infrastructure. This includes emergency services, healthcare facilities, educational facilities, secular and faith-based community facilities, recreational spaces, open and play spaces, and public houses. Despite the presence of varied and apparently accessible infrastructure, the mixed health outcomes outlined in **Annex 1** suggest the local area would benefit from even greater access to facilities and associated programmes that promote physical, mental and social wellbeing.
- 25** There are a few key infrastructure types which warrant additional consideration for the Proposed Development, some of which have been addressed within its design and proposals. These include the following:

Primary Healthcare

- 26** Given the overcapacity of local GP surgeries, and the high rates of some life-threatening conditions, existing local populations and future residents of the Proposed Development are at risk of encountering longer waiting lists and less robust primary healthcare services. However, it is important to note that some of the Proposed Development's residents may be existing residents from the current Regina Road Estate, and so will likely be registered with GPs in the local area already.

Nursery and Early Years Education

- 27** Given that the Proposed Development will result in the removal of Portland Bill Pre-School, and that there is only one further nursery within a 1.6km walking distance of the site (Crosfield Nursery School), there is a risk of increased pressure on local nursery and early years education infrastructure.
- 28** Phase 1 of the Proposed Development will include the re-provision of a pre-school, which is expected to serve the existing population on-site as well as new residents introduced through the Proposed Development. During the construction period of Phase 1, a temporary site within 1.0km of the Proposed Development has been identified as a suitable premises for Portland Bill Pre-School to operate.
- 29** As a proportion of the population generated by the Proposed Development may be current residents from the existing Regina Road Estate, and the pre-school will be re-provided temporarily during construction and then permanently through Phase 1, it is not expected that the Proposed Development will notably increase pressure on nursery and early years education infrastructure.
- 30** Further information on the pre-school is provided in the Design and Access Statement (DAS) submitted in support of the 2025 Planning Application. The internal layout of the pre-school remains open, pending further discussions with the pre-school provider at a later stage to ensure it aligns with their operational requirements.

Community Space

- 31** The local area is relatively well served by community centres, with four available within a 1.6km walking distance of the site.
- 32** Phase 1 of the Proposed Development will include 89.0m² of community space, which is expected to include a function room/ office space, kitchen, and accessible toilets. This new community hub will provide flexible space for events, training, and resident support services. The function room will spill out onto a small courtyard, linking the central green space and public realm to the community space. There will also be a temporary unit installed on-site, that will serve as a community space during the construction of the Proposed Development.

- 33** The Proposed Development will also include public art opportunities, which are to be delivered around the communal areas to support the placemaking of the site. Measures for the public art strategy may include:
- Community art – placemaking elements which can be designed and created by and for the community (e.g. community painted murals and place naming); and
 - Public art – considered elements placed within the landscape (e.g. sculptures or artwork) for the public and passersby to enjoy.
- 34** Detail on community space provided within the landscaping and public realm is provided below. Further information on the community space is provided in the DAS submitted in support of the 2025 Planning Application.

Open and Play Space

- 35** The local area surrounding the site is relatively well-served in terms of open and play space, with four play spaces and 11 public open green spaces within a 1.6km walking distance. The existing site also includes a ball court and formal playground, both in poor condition. However, the high rates of childhood obesity within the LBC, as well as the higher than average rates of death by cancer and respiratory diseases, suggest that the local area could benefit from better quality open and play space, to encourage active lifestyles.
- 36** During the construction stage of the Proposed Development, consideration will be given to the existing Multi-Use Games Area (MUGA) and playground. The temporary loss of these spaces will be appropriately mitigated, either through the maintenance of the MUGA at the centre of the site throughout the phased construction of the development, or through S106 agreements.
- 37** The Proposed Development will include significant improvements to the open and play space provision on-site, including public realm and landscaping improvements which will benefit both new and existing residents and the wider local area. The play strategy for the Proposed Development also includes equipped play, doorstep play, flexible play and family play, and will accommodate for a range of age groups and accessibility needs.
- 38** Phase 1 of the Proposed Development will include a community green at the centre of the site, including a MUGA comprising two ball courts and a climbing wall, as well as an informal sports and social area, fitness trail and flexible lawn area. An equipped play area will also be provided next to the pre-school building. In addition, a dedicated external area also proposed for the community space including growing opportunities, picnic areas and communal seating areas. The Proposed Development will also include private residential communal gardens, which will include play space, rain gardens and a wildlife corner. Communal growing beds and fruit trees will provide further educational opportunities for residents, including children and teenagers.
- 39** The play space and public realm improvements brought forward in Phase 2 of the Proposed Development are currently indicative, but will comply with the relevant policy and guidance, and will support the landscaping brought forward within Phase 1.
- 40** Further information on the Proposed Development's open and play space is provided in the DAS and Landscape Statement submitted in support of the 2025 Planning Application.

Police Stations

- 41** Crime is of concern in South Norwood ward and the wider LBC, with crime incidents often concentrated in the immediate area surrounding Regina Road (as discussed in paragraph 121), and only two police stations located in the LBC.

- 42 In the absence of a strong police presence, the Proposed Development has embedded safety and security measures, including a co-ordinated external lighting strategy and an avoidance of shadowed areas to ensure all key routes and entrances are appropriately lit. Dwellings also face on to public realm wherever possible to enhance passive surveillance, and building layouts are oriented to ensure streets, paths and communal spaces are well-overlooked by active frontages. Further information on the elements designed to prevent criminal and anti-social behaviour is available within the DAS, submitted in support of the 2025 Planning Application.

IMPACT AND NEEDS ANALYSIS: EXISTING RESIDENTS

General Population

- 43 Whilst the exact demographic makeup of current Regina Road Estate residents is unknown, resident survey data provided by the Council indicates that the site houses a diverse population⁷. Based on survey responses, among ethnic minority groups on-site, Black British, Black Welsh, Caribbean or African people are most common, representing 65% of respondents, whilst a much lower proportion of current residents identify as White (22%). In addition, 77% of survey respondents identify as female and 13% are reported to have a disability. There is also a diverse age range on-site, with the reported adult population ranging from 30 to 92 years of age. **Annex 2** provides a contextual overview of the demographic makeup of South Norwood ward and the LBC, in comparison with regional and national benchmarks.
- 44 It is also acknowledged that the displacement of existing residents will affect individuals differently, with residents possessing protected characteristics likely to be disproportionately affected. For example, elderly or disabled residents may struggle with the physical demands of relocation, whilst minority ethnic groups with strong cultural roots in the local area may be at greater risk of being socially isolated by relocation.
- 45 Given the complexity of these varied needs, the Council has considered each household on a case-by-case basis, with a nuanced approach catering to individual needs and priorities. The personalised relocation strategy for existing tenants includes, but is not limited to, the following measures:
- Consideration for accessibility requirements (e.g. ensuring that elderly or disabled individuals have ground floor accommodation/ level access bathrooms in the new accommodation);
 - Consideration of social infrastructure requirements (e.g. proximity to local schools for families);
 - Assistance with relocation expenses;
 - Providing residents with a choice of alternative housing locations; and
 - The support of an officer to help with the transition, who will be available for a six-month period following each resident's move.
- 46 A Landlord Offer⁸ has also been circulated to all Regina Road Estate residents, detailing the options available for both secure tenants and homeowners (leaseholders and freeholders) within the site. The Landlord Offer sets out the nine guiding principles for the Regina Road Estate, based on best practice for London, including:
- *“Exemplar and inclusive engagement and involvement of residents from the start;*
 - *Keep the community together – one move where possible, and Right to Return is required to move temporarily;*
 - *Compensation for the costs and disturbance of moving home*
 - *High quality homes that meet or exceed minimum space standards;*
 - *A home for secure tenants that meets their needs, and the same tenancy rights;*
 - *Access to free independent advice;*
 - *Resident involvement in design and a choice of fixtures and fittings;*

⁷ It is noted that not all Regina Road Estate residents responded to the survey, and some answered only in part. The survey also does not include residents under the age of 18. This data has been used to provide an indicative overview of the demographic makeup of the site.

⁸ LBC (2023). Regina Road: The Landlord Offer.

- *A fair deal for leaseholders – including buying back at full market value and options for resident homeowners to purchase; and*
- *Support residents with the move, with dedicated support for those with additional needs.”*

47 As noted above, previous tenants of Regina Road Estate will retain the ‘Right to Return’. In preparation of the CPO, the Council has contacted tenants to determine interest in returning once the Proposed Development is complete, and will maintain contact with residents via regular newsletters to ease the moving process.

48 For existing homeowners, the Landlord Offer includes multiple buying options, including shared equity and shared ownership, which may support leaseholders who are financially disadvantaged (e.g. due to age, disability, divorce, etc.). Dedicated support is available for homeowners, as well as disturbance compensation, including coverage of legal costs. The Council can provide additional support to leaseholders who are considered to be vulnerable, with a discretionary approach to each case allowing for a successful relocation that avoids unaffordable financial risks.

IMPACT AND NEEDS ANALYSIS: PROTECTED CHARACTERISTICS

Age

Consultation

- 49 Consultation for the 2025 Planning Application began in mid-2023, with a range of physical and digital tools used to advertise the Proposed Development and CPO including online surveys, community newsletters, in-person meetings and webinars. These measures will have a disproportionate positive impact on individuals based on age through the facilitation of an inclusive and accessible engagement strategy, especially as older people may have lower levels of digital literacy and may struggle with accessing or using online resources. Since the 2025 Planning Application, regular monthly meetings have continued with residents via the Resident Working Group (RWG), in addition to a Playground Consultation Event in September 2025, and a Redevelopment Update Event in October 2025, which provided updates on the status of the application. These were held in person, which would also have a disproportionate positive impact on older residents, who are more likely to attend in-person events than use online resources⁹.

Construction Works

- 50 During the construction phase of the Proposed Development, a temporary site within 1.0km of the Proposed Development has been identified as suitable premises for Portland Bill Pre-School to operate. This site is owned by the Council on a Full Repairing and Insuring (FRI) open-market rent lease. It is anticipated that the existing pre-school will be relocated to this temporary site in February 2026, with the option of returning to the new on-site pre-school once the Proposed Development is completed. This will ensure that any differential negative impacts to children and young people as a result of the loss of this infrastructure are entirely mitigated.
- 51 There may also be a temporary loss of play space prior to the completion of Phase 1 of the Proposed Development, which could have a differential negative impact on children who use the playground within the existing estate. As illustrated in Table 16 and Figure 11 of **Annex 1**, there are four additional play spaces within a 1.3km walking distance of the site, the closest being South Norwood Kids Playground, 700m south of the site (approximately 10 minutes walking distance). Though a temporary loss of on-site play space is likely, it is expected that this will only occur for a small portion of the construction period, which will minimise any differential negative impacts to this group.
- 52 Individuals with developing immune systems or underlying conditions, particularly among young children and older people, may be more susceptible to construction effects associated with the Proposed Development such as increased noise, vibration, dust or other particulate matter. However, effects associated with this phase of the Proposed Development are expected to be temporary and appropriately mitigated through a Construction and Environmental Management Plan (CEMP), and so are unlikely to have a disproportionate negative effect on people based on this protected characteristic. In addition, the Council has been actively liaising with existing residents on construction effects, and the LBC has already facilitated a move for a current leaseholder due to air quality concerns relating to the construction works.
- 53 Furthermore, no loss of access to the site is expected during the construction period. There may be temporary loss of on-site parking, including disabled parking spaces; however, as the site is expected to be vacant prior to the commencement of construction works, this will not have an effect on residents of Regina Road Estate, including older individuals who may have greater accessibility needs.

⁹ Age UK (2024). *Facts and figures about digital inclusion and older people (June 2024)*. Available at: <https://www.ageuk.org.uk/siteassets/documents/reports-and-publications/reports-and-briefings/active-communities/internet-use-statistics-june-2024.pdf>. Accessed 14/01/2026.

Affordable Housing

- 54 The CPO will enable the regeneration of Regina Road Estate, which will include 225 affordable homes in Phase 1 of the scheme. Whilst the exact demographic makeup of the current Regina Road Estate, and of the future residents of the Proposed Development, is unknown, survey data indicates there are several tenants aged 65+ currently living on-site. In addition, due to the link between age and income deprivation¹⁰ it is expected that the provision of high-quality affordable homes will have a disproportionate positive impact on older people within the LBC.

Adaptive Homes and Design

- 55 Recent research shows that as individuals age, there is an increased preference for homes with accessibility adaptations and assistive home technologies to reduce risk of slips/ falls¹¹. As individuals in this demographic face mobility challenges or have a limiting long-term condition at higher rates than younger age groups, designing for universal access is likely to benefit this element of the population to a greater degree. The Proposed Development will provide accessible design elements including step-free or gently sloped access around the site, disabled parking spaces and wheelchair accessible (M4(3) compliant) and adaptable (M4(2) compliant) dwellings. The Proposed Development's commitment to accessibility and inclusivity is likely to have a disproportionate positive effect on older people, with further detail on the accessible design measures available in the 2025 EqIA.

Light and Overshadowing

- 56 The Proposed Development has been sensitively designed to ensure neighbouring properties are not adversely impacted by changes to heights and massing on-site, with particular consideration given to the retirement complex adjacent to the site, North Wood Court. Elderly residents living within this complex may be more sensitive to changes brought about by the Proposed Development, such as increased overshadowing or public realm changes, due to limited mobility. Notably, a Daylight and Sunlight report was submitted alongside the 2025 Planning Application, which confirms that all neighbouring buildings and amenity space satisfy default values in the BRE Guidelines, including North Wood court. In addition, a Right to Light assessment has been carried out, and the Council will be managing the outcome of this assessment and recommendations going forward.

Active Living

- 57 Positive differential impacts will be secured for children through the provision of extensive and varied play space on-site. The play strategy for the Proposed Development includes equipped play, doorstep play, flexible play and family play, and will accommodate for a range of age groups and accessibility needs. In addition, a large play space will be located next to the re-provided pre-school, providing access to play space for both residents of the Proposed Development and pupils of the pre-school.
- 58 Once operational, all ages are also likely to experience mental and physical wellbeing benefits from the proposed urban greening, Multi-Use Games Area (MUGA), communal growing gardens, improved public realm, and multi-generational spaces.

Relocation

- 59 Older residents and children are more likely to be adversely affected by the pressures of relocation, both due to the physical demands of relocation, financial pressures, as well as the potential loss of

¹⁰ Age UK (2022). *Poverty in later life*. Available at: <https://www.ageuk.org.uk/siteassets/documents/reports-and-publications/reports-and-briefings/money-matters/poverty-in-later-life-briefing-january-2022-.pdf>. Accessed 21/01/2026.

¹¹ Mulliner, E., Riley, M., and Maliene, V. (2020). 'Older People's Preferences for Housing and Environment Characteristics'. *Sustainability*, 12(14), 5723. Available at: <https://www.mdpi.com/2071-1050/12/14/5723>. Accessed 21/01/2026.

community and access to nearby social infrastructure. To mitigate this, the Council has considered the needs of each household during the relocation process for existing Regina Road Estate residents, which is expected to have a differential positive impact on individuals based on age. In particular for existing secure tenants, consideration has been given to accessibility requirements, such as ensuring elderly residents have ground floor accommodation/ level access bathrooms, and social infrastructure requirements, such as ensuring proximity to local schools for families. Tenants have also been given a choice of locations, including housing options close to the site where possible. Current homeowners have been offered a range of housing options, including shared equity and shared ownership, which may have a disproportionate positive impact on older individuals who may no longer be working or have access to sufficient mortgage finance. Thus, the implementation of a sensitive and personalised relocation strategy will ensure that individuals with this protected characteristic continue to have their needs met and are supported throughout the relocation process.

Recommended Mitigations or Enhancements

- 60 Whilst there may be disproportionate negative impacts on individuals based on age as a result of construction effects (e.g. vehicle and dust emissions), as stated above, this is expected to be appropriately mitigated and monitored through a CEMP. It is also expected that the loss of the building housing Portland Bill Pre-School will be sufficiently mitigated through the provision of an alternative building off-site, as outlined above.
- 61 It is recommended that the Council continue to engage with local residents throughout the construction period to provide information regarding alternative play space facilities in the surrounding area, to minimise the impact of the temporary loss of the MUGA and play space on-site. This could be achieved through existing communications channels by providing updates in newsletters or maps to alternative facilities.
- 62 Whilst the improvements made to the public realm in terms of accessibility, as well as the ample play space, community space, and re-provided pre-school, are likely to have positive impacts on individuals based on age, it is recommended that the operational community space provided on-site provide some more formal opportunities for young people to meet and socialise. This might be achieved through a partnership with a local school or community organisation.

Disability

Consultation

- 63 At the consultation stage for the 2025 Planning Application, a range of physical and digital tools were used to advertise the Proposed Development and CPO including online surveys, community newsletters, in-person meetings and webinars. These measures will have a disproportionate positive impact on individuals based on disability through the facilitation of an inclusive and accessible engagement strategy which does not require consultees to be physically present at events. The project team has also held consultation and engagement events open for all to attend, with the capacity for organising targeted sessions if requested.
- 64 In addition, feedback from residents, including those with disabilities, has shaped the Proposed Development. This has been facilitated through the RWG who met regularly with the Proposed Development's architects throughout the design process and focused on topics such as masterplan development, property layouts and landscaping. Regular monthly meetings with the RWG have continued since the 2025 Planning Application, and outreach measures have also been implemented to discuss residents' individual circumstances where needed.

Construction Works

- 65 Whilst Portland Bill Pre-School is a non-specialised pre-school, it is noted that a high number of children attending the pre-school have special educational needs and disabilities (SEND), and thus are likely to be differentially impacted by this loss of infrastructure. However, as outlined under 'Age', during the construction phase of the Proposed Development, a temporary site within 1.0km of the Proposed Development has been identified as suitable premises for Portland Bill Pre-School to operate. This site is owned by the Council on an FRI open market rent lease. It is also anticipated that the pre-school will be relocated to this temporary site in February 2026, with the option of returning to the new on-site pre-school once the Proposed Development is completed. This will ensure that any differential negative impacts to SEND children due to the loss of this infrastructure are mitigated, though it is noted that SEND children may disproportionately struggle with the relocation process.

Affordable Housing

- 66 The CPO will enable the regeneration of Regina Road Estate, which will include 225 affordable homes in Phase 1 of the scheme. Whilst the exact demographic makeup of the current Regina Road Estate, and of the future residents of the Proposed Development, is unknown, indicative data shows that there are several disabled residents currently living on-site. In addition, due to the link between disability and income deprivation¹² it is expected that the provision of high-quality affordable homes will have a disproportionate positive impact on disabled individuals within the LBC.

Adaptive Homes and Design

- 67 The site does not currently provide, nor will the Proposed Development introduce, extra-care housing or health and social care infrastructure intended to specifically support those with disabilities, thus it is unlikely to have notable differential or disproportionate impacts in this regard for individuals with this protected characteristic. However, as outlined above, the Proposed Development will provide accessible design elements including step-free or gently sloped access across the site, in addition to wheelchair accessible (M4(3) compliant) and adaptable (M4(2) compliant) dwellings. This will have a differential positive impact on disabled residents through embedding accessibility into the design of the Proposed Development.
- 68 The Proposed Development will also deliver 52 car parking spaces for residents of the affordable housing within Phase 1, including eleven disabled parking spaces. Phase 2 of the Proposed Development will be car free, with disabled parking spaces provided through on-street parking. This is an increase from the existing disabled parking provision, with four disabled parking spaces for residents currently available on-site. This car parking provision will have a disproportionate positive effect on those with physical disabilities, who may have limited mobility and benefit from improved access to and from the site.

Relocation

- 69 Disabled individuals are more likely to be adversely affected by the pressures of relocation, due to the physical demands of relocation, financial pressures, as well as the potential loss of community and access to nearby social infrastructure. To mitigate this, the Council has considered the needs of each household during the relocation process, which is expected to have a differential positive impact on individuals based on disability. In particular, for existing tenants, consideration has been given to accessibility requirements, such as ensuring disabled residents have ground floor accommodation/level access bathrooms, and social infrastructure requirements, such as ensuring proximity to specialist

¹² Disability Rights UK (n.d.). Disabled people make up nearly half of the most deprived working-age adults in the country. Available at: <https://www.disabilityrightsuk.org/news/2022/july/disabled-people-make-nearly-half-most-deprived-working-age-adults-country?srsId=AfmBOoreSzI8DOveKTn55i3tL1vMVEHyH0hoTU993FFHfQdqYDWQgHM>. Accessed 21/01/2026.

social infrastructure such as SEND schools. Current homeowners have been offered a range of housing options, including shared equity and shared ownership, which may have a disproportionate positive impact on disabled individuals who are more likely to have a lower socio-economic status, and may have specific accessibility requirements for a new home. Thus, the implementation of a sensitive and personalised relocation strategy will ensure that individuals with this protected characteristic continue to have their needs met and are supported throughout the relocation process.

Recommended Mitigations or Enhancements

- 70 It is noted that SEND children may have greater difficulty adjusting to the relocation of the pre-school, and so the Applicant should ensure to maintain engagement with the staff and pupils of Portland Bill Pre-school to support them through this process. Without any other identified likely negative impacts on individuals based on disability, no additional mitigation measures are recommended.
- 71 The new community hub will provide flexible space for events, training, and resident support services. If possible, exploring opportunities for disabled individuals within the Proposed Development's community space, such as offering support groups for disabled individuals and their families, would enhance the scheme's positive effects.

Pregnancy and Maternity

Consultation

- 72 As described above, the consultation for the 2025 Planning Application included a range of physical and digital tools were used to advertise the engagement programme including online surveys, community newsletters, in-person events and webinars. These measures will have a disproportionate positive impact on individuals based on pregnancy and maternity through the facilitation of an inclusive and accessible engagement strategy, especially as pregnant individuals, or those caring for young children, may struggle to attend in-person events and benefit from the online options. The public consultation for the Proposed Development also included a family fun day, featuring exhibition information and activities for all ages, which made the consultation more accessible for parents and caregivers who could attend the event with young children.
- 73 In addition, feedback from residents, including families with disabled children, has shaped the Proposed Development. This co-design process has supported delivery of spaces that are not only physically accessible but socially inclusive and welcoming, which will have a disproportionate impact on parents, caregivers and their families.

Construction Works

- 74 During the construction period of Phase 1, a temporary site within 1.0km of the Proposed Development has been identified as a suitable premises for the existing pre-school to operate, which may have a differential positive impact on parents and caregivers, as the provision of childcare facilities can make it easier for pregnant people and parents to return to employment.
- 75 As outlined under 'Age', there may also be a temporary loss of play space prior to the completion of Phase 1 of the Proposed Development, which could have a differential negative impact on parents or caregivers whose children use the playground within the existing estate. As illustrated in Table 16 and Figure 10 of **Annex 1**, there are four additional play spaces within a 1.3km walking distance of the site, the closest being South Norwood Kids Playground, 700m south of the site (approximately 10 minutes walking distance). Though a temporary loss of on-site play space is likely, it is expected that this will only occur for a small portion of the construction period, which will minimise any differential negative impacts to this group.

Childcare and Child-friendly Spaces

- 76 As outlined above, the Proposed Development will also re-provide a pre-school on-site as part of the proposals, which will have a differential positive impact on parents and caregivers. In addition, the extensive open and play space offered across the site will have a positive impact by creating easier access to amenity space for parents and caregivers.

Adaptive Design

- 77 Movement around the Proposed Development has been designed to be accessible, with step-free or gently sloped access across the public realm, community space and residential dwellings. Pedestrian routes throughout the development are generous, legible and well-connected, with desire lines incorporated into the design. These design choices are likely to have a disproportionate positive impact on pregnant individuals, who may be experiencing decreased mobility, as well as parents or caregivers with young or disabled children.
- 78 The Proposed Development will also deliver 52 car parking spaces for residents of the affordable housing within Phase 1, including eleven disabled parking spaces. Phase 2 of the Proposed Development will be car free, with disabled parking spaces provided through on-street parking. This car parking provision will have a disproportionate positive effect on pregnant individuals, who may have limited mobility and benefit from improved access to and from the site, as well as parents or caregivers with young or disabled children.

Relocation

- 79 Parents and caregivers are more likely to be adversely affected by the pressures of relocation, due to the potential loss of community and access to nearby social infrastructure, such as schools or other childcare facilities (including informal arrangements such as neighbours or nearby family members). To mitigate this, the Council has considered the needs of each household during the relocation process, which is expected to have a disproportionate positive impact on individuals based on pregnancy and maternity. In particular, consideration has been given to accessibility requirements, such as ensuring that existing tenants have ground floor accommodation/ level access bathrooms where needed (e.g. for parents/ caregivers with young or disabled children), and social infrastructure requirements, such as ensuring proximity to local schools. Tenants have been given a choice of locations, including housing options close to the site where possible. The Council has also ensured that all tenants have been offered alternative accommodation that is suitable for their existing household size, which may be particularly beneficial to overcrowded households. Thus, the implementation of a sensitive and personalised relocation strategy will ensure that individuals with this protected characteristic continue to have their needs met and are supported throughout the relocation process.

Recommended Mitigations or Enhancements

- 80 Without any identified likely negative impacts on individuals based on pregnancy and maternity, no additional mitigation measures are recommended.
- 81 The improvements made to the public realm in terms of accessibility, as well as the ample play space, open space and re-provided pre-school, are likely to have positive impacts on pregnant individuals and parents/ caregivers, and no further enhancement measures are recommended.

Sex

Construction Works

- 82 The site does not currently provide, nor will the Proposed Development introduce, infrastructure intended to specifically support individuals based on their sex, thus it is unlikely to have notable differential or disproportionate impacts on individuals based on this protected characteristic.

Safety and Comfort

- 83 The design of the Proposed Development includes consideration for the differing needs and priorities of women and girls, and this may lead to disproportionate positive impacts based on sex. For example, the play space strategy for the Proposed Development considers recent research and best practice such as studies from Make Space for Girls¹³ in relation to providing amenity spaces which are safe and comfortable for teenage girls. Designing the open and play spaces on-site to be inclusive of the play needs of teenage girls will have a differential positive impact on individuals (specifically children and young people) based on sex.
- 84 The Proposed Development has also embedded various Secured by Design principles to maximise actual and perceived safety. This includes a co-ordinated external lighting strategy and an avoidance of shadowed areas, to ensure all key routes and entrances are appropriately lit. In addition, dwellings face onto the public realm wherever possible to enhance passive surveillance, and building layouts ensure streets, paths and communal spaces are well-overlooked by active frontages. These measures will deter criminal and anti-social behaviour, which may have a disproportionate positive impact on women and girls, who are more likely to experience anti-social behaviour in unlit public spaces or feel unsafe walking alone at night in their local area¹⁴. The Proposed Development may therefore have a positive disproportionate impact based on sex.
- 85 Furthermore, the community space provided on-site may be used for events or initiatives aimed at individuals based on sex, however this is not determined at this stage.

Relocation

- 86 As women are more likely to have childcare/ caregiving responsibilities¹⁵, they are also more likely to be adversely affected by the pressures of relocation, due to the potential loss of community/ access to nearby social infrastructure, such as schools or other childcare facilities. To mitigate this, the Council has considered the needs of each household during the relocation process for existing residents, which is expected to have a differential positive impact on individuals based on sex. Consideration has been given to accessibility requirements, such as ensuring that tenants have ground floor accommodation/ level access bathrooms where needed (e.g. for mothers/ caregivers with young or disabled children), and social infrastructure requirements, such as ensuring proximity to local schools where needed. Current homeowners have been offered a range of housing options, including shared equity and shared ownership, which may have a disproportionate positive impact on women who are caregivers or who have been financially impacted by divorce¹⁶. Thus, the implementation of a sensitive and personalised

¹³ Make Space for Girls (n.d.). Website available at: <https://www.makespaceforgirls.co.uk/>. Accessed 13/01/2026.

¹⁴ Rory Fitzgerald, University of London (2021). Survey shows 32% of British women don't feel safe walking alone at night – compared to just 13% of men. Available at: <https://www.citystgeorges.ac.uk/news-and-events/news/2021/04/survey-shows-32-of-british-women-dont-feel-safe-walking-alone-at-night-compared-to-just-13-of-men>. Accessed 14/01/2026.

¹⁵ Diana Pacheco Barzallo, Aline Schnyder, Claudia Zanini, Armin Gemperli (2024). Gender Differences in Family Caregiving. Do female caregivers do more or undertake different tasks? Available at: <https://pmc.ncbi.nlm.nih.gov/articles/PMC11177503/#:~:text=Across%20OECD%20countries%2C%20one%20in,time%20%5B14%E2%80%9319%5D>. Accessed 15/01/2026.

¹⁶ Emma Hitchings (Bristol University) (2025). 'The Fair Shares Project'. Available at: <https://www.bristol.ac.uk/law/fair-shares-project/>. Accessed 22/01/2026.

relocation strategy will ensure that individuals with this protected characteristic continue to have their needs met, and are supported throughout the relocation process.

Recommended Mitigations or Enhancements

- 87 Without any identified likely negative impacts on individuals based on sex, no additional mitigation measures are recommended.
- 88 If possible, exploring opportunities for women and girls within the Proposed Development's community space, such as providing training initiatives for women or community support groups, would enhance the scheme's positive effects.

Race

Consultation

- 89 The consultation for the Proposed Development included translation services, as well as information materials with details on how to access support in other languages. These services have also been used to support existing residents, ensuring that language is not a barrier to participation in the regeneration process. This will have a differential positive impact on individuals based on race, as those with limited English proficiency, or those for whom English is not a first language, are better able to engage with the consultation for the Proposed Development.

Construction Works

- 90 The site does not currently provide, nor will the Proposed Development introduce, infrastructure intended to specifically support individuals based on their ethnic background, thus it is unlikely to have notable differential or disproportionate impacts on individuals based on this protected characteristic.

Affordable Housing

- 91 The CPO will enable the regeneration of Regina Road Estate, which will include 225 affordable homes in Phase 1 of the scheme. Whilst the exact demographic makeup of the current Regina Road Estate, and of the future residents of the Proposed Development, is unknown, due to the diverse nature of the LBC and the link between race and income deprivation¹⁷ it is expected that the provision of high-quality affordable homes will have a disproportionate positive impact on ethnic minorities within the LBC.

Cultural Engagement

- 92 The community space provided on-site may also be used for events or initiatives aimed at individuals based on race, however this is not determined at this stage.
- 93 The public art strategy will also foster a sense of community, placemaking and local pride through engagement with local artists and a focus on the history and heritage of the local area.

Relocation

- 94 Ethnic minority groups with strong cultural roots in the local area are more likely to be adversely affected by the pressures of relocation, due to the potential loss of community/ access to nearby social infrastructure. To mitigate this, the Council has considered the needs of each household during the relocation process for existing residents, which is expected to have a differential positive impact on individuals based on race. Tenants have been given a choice of alternative housing locations, as well

¹⁷ Francis-Devine, B. (2020). *Insight: Which ethnic groups are most affected by income inequality?* Available at: <https://commonslibrary.parliament.uk/income-inequality-by-ethnic-group/>. Accessed 12/01/2026.

as the support of an officer to help with the transition, aiming to mitigate any adverse effects associated with relocation. Current homeowners have been offered a range of housing options, including shared equity and shared ownership, which may have a disproportionate positive impact on ethnic minority residents who are statistically more likely to suffer from income deprivation. Thus, the implementation of a sensitive and personalised relocation strategy will ensure that individuals with this protected characteristic continue to have their needs met, and are supported throughout the relocation process.

Recommended Mitigations or Enhancements

- 95** Without any identified likely negative impacts on individuals based on race, no additional mitigation measures are recommended.
- 96** If possible, exploring opportunities for underrepresented ethnic groups within the Proposed Development's community space, such as offering event space or partnering with local voluntary organisations, would enhance the scheme's positive effects.

CONCLUSIONS

- 97** Overall, the Proposed Development is not likely to have any notable differential or disproportionate negative effects on people with protected characteristics, subject to appropriate mitigation, which includes:
- The identification of a temporary site for pupils of Portland Bill Pre-School (relocation planned for February 2026);
 - Careful management of the on-site play space and MUGA to ensure any temporary loss is short-term;
 - Ongoing engagement with existing residents of the Regina Road Estate to mitigate the negative effects of displacement as far as possible, with accessibility requirements/ additional needs considered on a case-by-case basis; and
 - The implementation of a CEMP to mitigate environmental effects during the construction period.
- 98** A mitigation and monitoring table is presented in **Annex 4**, which provide further details on proposed mitigation, as well as the relevant vehicles for implementation. This may be used to monitor interventions and help to ensure the avoidance of negative effects.
- 99** The Proposed Development is expected to have beneficial effects for children and young people and older residents (age), disabled people (disability), and pregnant people and caregivers (pregnancy and maternity), based on the promotion of adequate and inclusive access across the site, appropriate public realm improvements, and improvements to the quantity and quality of local affordable housing stock. The consultation strategy and the co-design process for the Proposed Development is also expected to have positive impacts on women (sex), in addition to the aforementioned groups, by promoting a socially inclusive and welcoming public realm.
- 100** Enhancement measures have been identified for future occupants of the Proposed Development and the LBC to maximise positive impacts. Such enhancements include:
- Continuing to engage with operational phase users and the local community to ensure changing needs are met;
 - Utilising the community space offered on-site to provide services such as support groups, event space, and training and employment programmes for underrepresented communities and those with protected characteristics; and
 - Considering the demographic makeup of new and returning Regina Road Estate residents when developing the public art strategy, by including relevant cultural art within the strategy where appropriate and to enhance a sense of placemaking that best reflects the diversity and character of the local area.
- 101** As demonstrated in this EqIA and Community Infrastructure Statement, the Council has endeavoured to follow policy and guidance provided in respect of the Equality Act 2010 and with regard to the PSED. In particular, the Council has had regard for the need to ensure equal opportunities between individuals with and without protected characteristics in the decision-making process for this CPO and the associated Proposed Development. Through the impact and needs analysis outlined above for both existing Regina Road Estate residents and those with protected characteristics, the Council has sought to eliminate discrimination through a sensitively designed scheme and through an inclusive CPO process. Further mitigation will ensure this inclusive and nuances approach is continued throughout the CPO process, and into the construction and operation of the Proposed Development.

ANNEX 1: COMMUNITY FACILITIES BASELINE AND AUDIT

Population and Density

- 102** Approximately 16,500 people live in South Norwood ward, which is 4.2% of the LBC's total residential population (391,000) and 0.2% of London's population (8.8 million)¹⁸. South Norwood ward is densely populated, housing approximately 7,700 people per square kilometre, which is denser than the LBC (4,500 people per square kilometre), London (5,600 per square kilometre) and England (435 people per square kilometre)¹⁹.

Deprivation

- 103** The English Indices of Deprivation (IoD)²⁰ is the official measure of relative deprivation in England. It is based on seven distinct domains of deprivation, which are weighted and combined to form the overall index. These seven domains include:
1. Income;
 2. Employment;
 3. Education, skills and training;
 4. Health deprivation and disability;
 5. Crime;
 6. Barriers to housing and services; and
 7. Living environment.
- 104** IoD scores are assessed at the Lower Layer Super Output Area (LSOA) level and ranked to provide a relative score for each LSOA. The lower the decile score, the worse off an LSOA is in that domain, with scores of 1 indicating a ranking in the first decile, or amongst the 10% most deprived LSOAs in the country.
- 105** Each LSOA comprises 400 to 1,200 households or 1,000 to 3,000 people. South Norwood ward includes 11 LSOAs, listed in Table 1 and shown in Figure 6 below, which face relatively high levels of deprivation across the seven domains. The majority of the site is situated within **Croydon 008C**.

Table 1 South Norwood Ward Deprivation (IoD Decile Scores)²¹

	Overall Deprivation	Income	Employment	Education, Skills and Training	Health Deprivation and Disability	Crime	Barriers to Housing and Services	Living Environment
Croydon 007A	3	3	3	5	4	2	2	2
Croydon 007B	5	6	6	7	7	6	2	2
Croydon 007D	5	5	5	7	6	4	3	3
Croydon 007E	3	3	3	4	4	4	2	3
Croydon 008A	3	3	3	5	3	5	2	4
Croydon 008B	3	3	3	5	5	4	2	3

¹⁸ Office for National Statistics (ONS) (2022). Dataset ID TS007 – Age by single year.

¹⁹ ONS (2022). Census 2021: Dataset ID TS006 – Population density.

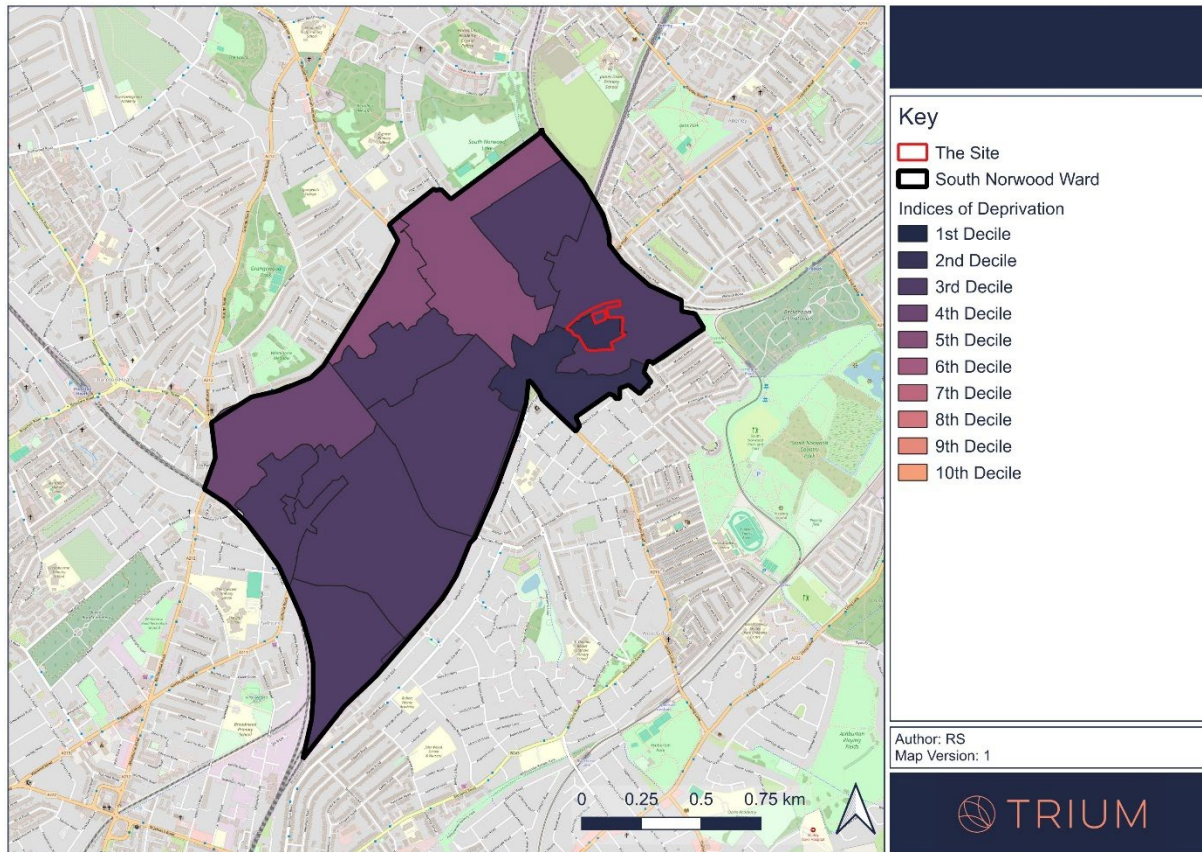
²⁰ MHCLG (2019). English Indices of Deprivation 2019.

²¹ Ministry of Housing Communities and Local Government (MHCLG) (2025). English Indices of Deprivation 2025. File 2: Domains of deprivation.

Croydon 008C	2	2	1	4	3	2	2	2
Croydon 010D	4	4	4	4	6	3	3	2
Croydon 013B	3	2	2	4	4	3	4	3
Croydon 013C	3	2	3	5	3	5	3	5
Croydon 013D	3	3	3	4	5	2	3	1



Figure 6 IoD Decile Rank, Local Area Map



Base Map Source: OpenStreetMap (2025) and MHCLG (2025) and Office for National Statistics (ONS), licensed under the Open Government Licence v.3.0. Contains OS data © Crown copyright and database right 2020.

- 106** Overall, South Norwood ward has relatively high levels of deprivation, with most overall deprivation scores in the third decile (amongst the 30% most deprived neighbourhoods in England). Only two of 11 LSOAs are ranked in the fifth decile (suggesting average levels of deprivation).
- 107** Croydon 008C, which contains the majority of the site, is one of the more deprived LSOAs in the area, falling in the second decile for overall deprivation. This LSOA scores particularly poorly in regard to 'employment', falling in the 10% most deprived neighbourhoods for this categories.
- 108** The ward tends to see the most deprivation in terms of 'barriers to housing and services', with all 10 of the 11 LSOAs ranking amongst the 30% most deprived neighbourhoods in the country, and six ranking in the 20% most deprived (including Croydon 008C). There is also very high deprivation in terms of 'living environment' and 'income', with eight of the LSOAs ranking in the 30% most deprived for both categories.

Local Economy

Labour Market

- 109** Approximately 149,000 workers operate in the LBC, at a density of 0.57 jobs per working age resident, which is less dense than is typical for both London (1.07 jobs per working age resident) and Great Britain (0.86 jobs per working age resident)²².
- 110** The most prevalent industry within the LBC is ‘Wholesale and Retail Trade; Repair of Motor Vehicles and Motorcycles’ (16.5% of employee jobs), followed by ‘Human Health and Social Work Activities’ (15.7%) and ‘Public Administration and Defence; Compulsory Social Security’ (12.4%)²³. In comparison, the most prevalent industry in London more widely is ‘Professional, Scientific and Technical Activities’ (13.9%), followed by ‘Human Health and Social Work Activities’ (10.8%), and ‘Wholesale and Retail Trade; Repair of Vehicles’ (10.7%).
- 111** Full-time workers operating in the LBC see a weekly gross pay of £802.50, which is notably lower than is typical for workers operating across London (£958.20)²⁴. This discrepancy in pay between the borough and the region is likely due to the varied prevalence of industries within these areas and the typical pay scales of their corresponding sectors.

Economic Activity

- 112** Amongst LBC residents, rates of economic activity and employment (81.2% and 78.1% respectively) are higher than across wider London and national averages, as shown in Table 2. In addition, median earnings for employed residents of the borough and London are similar and notably higher than the national average.

Table 2 Employment amongst Working Age Residents (16 – 64 years)²⁵

Indicator	LBC	London	England
Economic activity rate	81.2%	79.8%	78.8%
Employment rate	78.1%	75.5%	75.5%
Unemployment rate	*	5.5%	4.2%
Gross weekly pay, full time workers	£855.70	£902.70	£766.60

Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are about equal to the national average, and figures highlighted in green are better than the national average.

* Data not available.

Education and Skills

- 113** 42.9% of the ward’s working-age population holds Level 4 qualifications or higher (equivalent to a bachelor’s degree or higher), which is in line with the rest of the LBC (41.0%) and London (46.7%), but higher than across England (33.9%), as shown in Figure 7. Furthermore, only 16.6% of working-age residents do not hold any qualifications, which is also similar to the LBC (16.1%), London (16.2%) and England (18.1%).

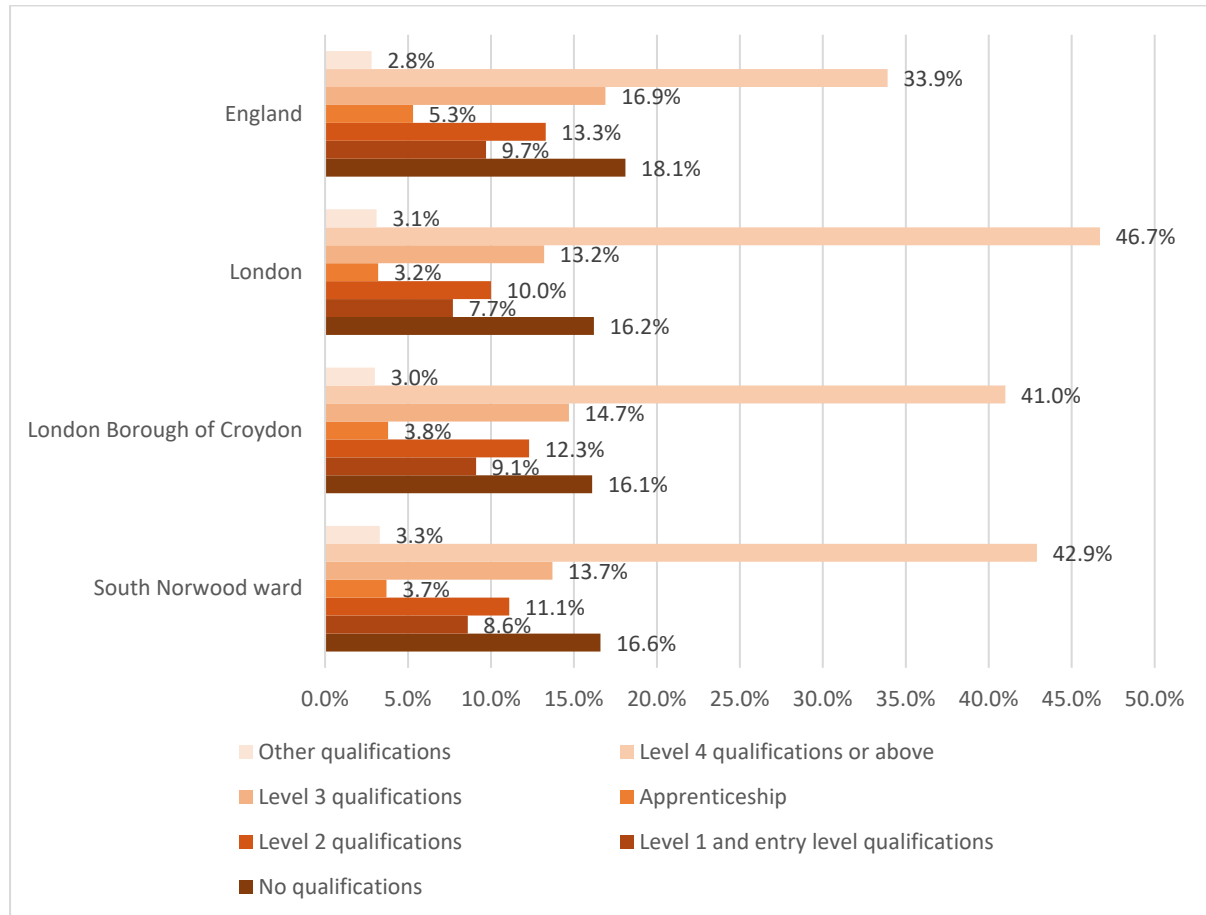
²² NOMIS (2023). Labour Market Profile – Croydon; Labour Supply.

²³ NOMIS (2024). Labour Market Profile – Croydon; Labour Supply.

²⁴ NOMIS (2025). Labour Market Profile – Croydon; Labour Demand.

²⁵ NOMIS (2025). Labour Market Profile – Croydon; Labour Supply.

Figure 7

Highest Level of Qualification amongst Working-Age Residents²⁶

Health and Wellbeing

Life Expectancy and Cause of Death

- 114** Life expectancies for both women and men in South Norwood Central MSOA are generally consistent with borough-wide and national figures, as seen in Table 3.
- 115** Standardised mortality rates in the ward are consistent with residents' life expectancies, with rates of death by circulatory disease and coronary heart disease on par with or better than regional and national baselines; however, rates of death by cancer and respiratory disease are notably higher than regional and national baselines. These conditions are often linked to compounding factors including poor diet, lack of exercise, weight gain, alcohol consumption, smoking and air pollution.

Table 3 Life Expectancy and Cause of Death²⁷

Indicator	South Norwood Central MSOA	LBC	England
Life expectancy for women, years	83.2	83.8	83.0
Life expectancy for men, years	76.8	79.3	79.1
Deaths from all cancer, all ages, standardised mortality ratio (SMR)	110.3*	91.5	100.0
Deaths from cardiovascular disease, all ages, SMR	105.0*	95.8	100.0
Deaths from coronary heart disease, all ages, SMR	109.4*	89.5	100.0

²⁶ ONS (2022). Census 2021: Dataset ID TS067 – Highest level of qualification.

²⁷ OHID (2019-2023). Fingertips: Public health data.

Deaths from respiratory disease, all ages, SMR	103.2*	88.5	100.0
* Values based on provisional population data.			
Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are approximately equal to the national average, and figures highlighted in green are better than the national average.			

Obesity

- 116** Obesity rates amongst children in South Norwood ward are generally higher than borough-wide, London-wide and England-wide rates, as illustrated in Table 4. Conversely, obesity rates amongst adults in the LBC tend to be higher than is typical for London but lower than for England.

Table 4 Obesity²⁸

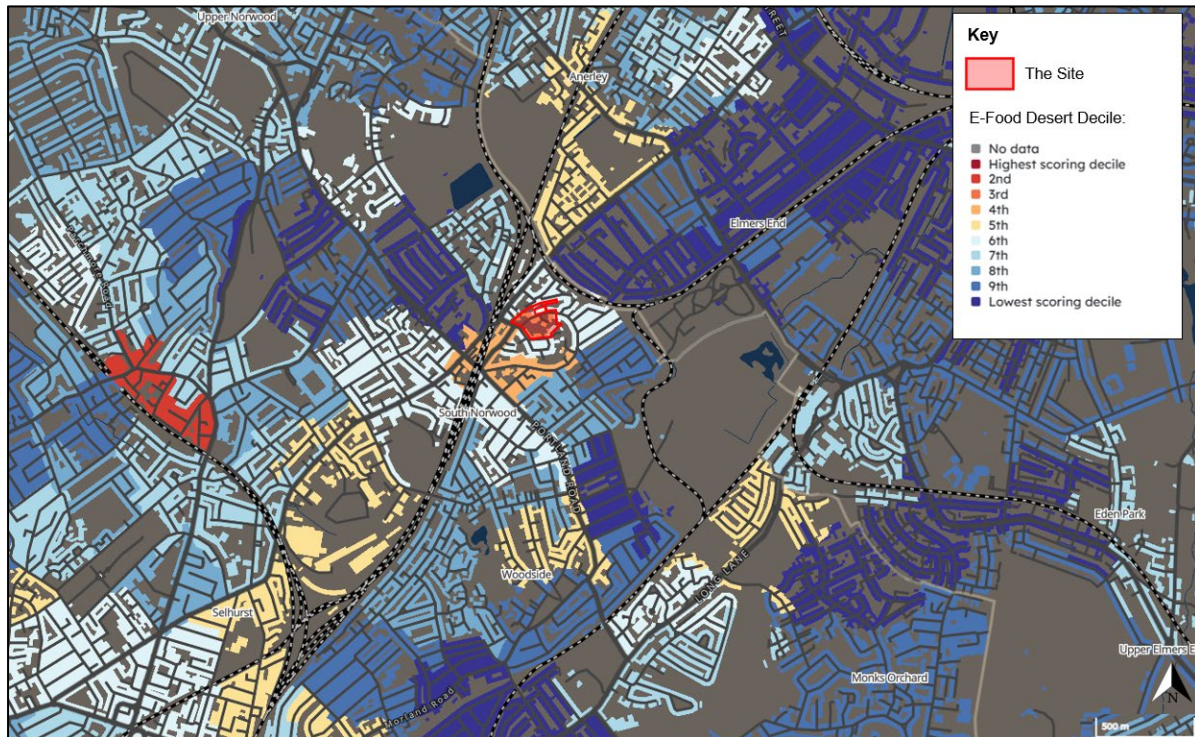
Indicator	South Norwood Central MSOA	LBC	London	England
Prevalence of obesity (including severe obesity) at Reception	15.1%	10.0%	9.6%	9.8%
Prevalence of overweight (including obesity) at Reception	26.4%	21.4%	20.6%	22.3%
Prevalence of obesity (including severe obesity) in Year 6	26.3%	25.3%	24.0%	22.3%
Prevalence of overweight (including obesity) in Year 6	43.9%	39.0%	38.0%	36.2%
Adults (18+) classified as overweight (including obesity)	*	62.0%	57.8%	64.5%
Adults (18+) classified as obese	*	24.4%	20.2%	26.5%
* Data not available.				
Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are about equal to the national average, and figures highlighted in green are better than the national average.				

Diet

- 117** Weight gain and associated illnesses can be attributed to poor diet, which in turn can be caused by a lack of access to fresh, unprocessed foods, as well as an overabundance of hot food takeaways, in areas known as food deserts. In food deserts, residents' access to affordable, nutritious food is limited due to the absence of grocery stores within convenient travelling distance. Such areas tend to be inhabited by residents in lower income brackets with poor access to transportation or digital tools, which may make them less desirable as consumers to major supermarket chains. They may also have smaller residential populations generally, which would also make these areas less desirable markets for retailers.
- 118** The immediate area surrounding the site scores generally well on the Consumer Data Research Centre (CDRC) E-Food Desert Index, as showed in Figure 8. Most of the surrounding area ranks across the higher to average deciles in terms of access to groceries, except for the area to the immediate west of the site, which scores in the fourth decile. These higher scores surrounding the site reflect an adequate diverse and affordable food offering relative to local residents' incomes, including the availability of fresh and unprocessed foods i.e. fruits, vegetables and whole protein sources.
- 119** The nearest grocery store to the site is a Tesco Express, located approximately 500m walking distance to the southwest of the site.

²⁸ OHID (2022/23-24/25; 2023/24). Fingertips: Public health data.

Figure 8 E-Food Deserts²⁹



Base Map Source: CDRC (2025)

120 Although South Norwood ward has a range of healthy food options, it also has a high preponderance of unhealthy food options, with the density of fast-food outlets higher across the LBC than across England, though lower than across London, as shown in Table 5. The LBC’s high density of fast-food outlets may be linked to the high rates of borough-wide childhood obesity identified above.

Table 5 Density of Fast-Food Outlets³⁰

Indicator	LBC	London	England
Density of fast-food outlets per 100,000 people	123.7	138.5	115.9

Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are approximately equal to the national average, and figures highlighted in green are better than the national average.

Mental Health and Wellbeing

121 High rates of deprivation and poor physical health can negatively impact mental health and overall wellbeing by causing or exacerbating mental health conditions and stress. Such conditions can also be compounded by other external factors including individuals’ living conditions, economic standing and access to social infrastructure.

122 Generally, rates of suicide and self-harm are very low, although it should be noted that these are only two indicators of many which may be used to measure relative mental wellbeing.

Table 6 Self-Harm³¹

Indicator	LBC	London	England
Suicide rate, per 100,000 people	7.8	7.5	10.9
Emergency hospital admissions for intentional self-harm, per 100,000 people	44.8	51.7	117.0

²⁹ Consumer Data Research Centre (CDRC) (2023). E-Food Desert Index.

³⁰ OHID (2024). Fingertips: Public health data.

³¹ OHID (2022-2024; 2023/24). Fingertips: Public health data.

Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are about equal to the national average, and figures highlighted in green are better than the national average.

Crime

- 123** Between December 2024 and November 2025, 86.9 offences were reported per 1,000 residents in the LBC, which is a decrease of 3.4% over the previous year³². The most common offence in this period was 'violence against the person' (11,245 recorded offences), followed by 'theft' (6,644) and 'vehicle offences' (3,665).
- 124** The most common offences recorded within the area immediately surrounding the site were 'violent and sexual offences', 'shoplifting', and 'vehicle crime'³³. In November 2025, the South Norwood policing area identified a high concentration of crime around Norwood Junction (43), with the rest of the reported crime spaced out more evenly throughout the ward. However, 16 crimes were identified in this period around Regina Road and Albert Road, within which the site is situated. This spatial trend of crime reports within the policing area is also consistent across the remaining months between December 2024 and November 2025.
- 125** During the same 12-month period, London generally saw higher rates of crime, with approximately 105.3 offences recorded per 1,000 people. However, this is a decrease of 2.4% compared to the previous 12-month period. Furthermore, the breakdown of crime was similar between the LBC and London, with 'theft' (299,439) being the most common, closely followed by 'violence against the person' (244,971) and 'vehicle offences' (88,301).

Community Infrastructure Audit

Police Stations

- 126** There are two police stations within the LBC, Croydon Police Station (British Transport Police) and Croydon Police Station, which are 3.6km and 4.6km walking distance from the site, respectively.

Table 7 Nearest Police Stations to the Site

No.	Police Stations	Walking Distance from Site
1	Croydon Police Station (British Transport Police), CR0 6SR	3.6km SW
2	Croydon Police Station, CR9 1BP	4.6km SW

Emergency Healthcare

- 127** The nearest hospital with an Accident and Emergency (A&E) department to the site is Croydon University Hospital, approximately 3.6km walking distance, or a 3.8km driving distance, away.

Table 8 Nearest A&E Departments to the Site

No.	A&E	Walking Distance from Site
1	Croydon University Hospital, CR7 7YE	3.6km SW

³² Metropolitan Police (2026). Crime Data Dashboard: Overview of Crimes. Available at: <https://public.tableau.com/app/profile/metropolitan.police.service/viz/MonthlyCrimeDataNewCats/Coversheet>. Accessed 12/01/2026.

³³ Metropolitan Police (2025). South Norwood. Crimes and Priorities. Available at: <https://www.met.police.uk/area/your-area/met/croydon/south-norwood/about-us/crime-map>. Accessed 30/01/2026.

Primary Healthcare

- 128 There are 12 GP surgeries within a 3.2km walking distance of the site. Seven of these are within the site's catchment area, with a further five falling outside of the catchment area but accepting out of area patients. Although all 12 practices accept new patients, it is important to note that the majority exceed the NHS' recommended GP full-time equivalent (FTE) to patient ratio of one GP FTE per 1,800 patients.

Table 9 GP Surgeries with an Appropriate Catchment Area for the Site³⁴

No.	General Practice	Walking Distance from Site	Registered Patients	GP FTEs	Patients per GP FTE	Above / Below Capacity	Accepting New Patients
Within Local Catchment Area							
1	South Norwood Hill Medical Centre, SE25 6BY	1.1km NW	6,772	2.2	3,078	-1,278	Yes
2	Portland Medical Centre, SE25 4QB	1.2km S	15,148	7.0	2,164	-364	Yes
3	Denmark Road Surgery, SE25 5NT	1.3km S	5,700	3.6	1,583	217	Yes
4	Country Park Practice, SE25 5NT	1.3km S	7,319	2.8	2,614	-814	Yes
5	Anerley Surgery, SE20 8TJ	1.5km NE	2518	1.1	2,289	-489	Yes
6	Northway Road Surgery, CR0 6JJ	1.9km SW	4067	0.7	5,810	-4,010	Yes
7	Selhurst Medical Centre, SE25 5QA	2.0km SW	5,990	2.1	2,852	-1,052	Yes
Outside of Local Catchment Area (Accepting Out of Area Patients)							
8	Robin Hood Surgery, SE20 7AB	1.6km NE	3,706	0	-	-	Yes
9	Ashburton Park Medical Centre, CR0 7AG	2.3km S	4,612	1.8	2,562	-762	Yes
10	Eden Park Surgery, BR3 4DQ	2.4km E	8,342	2.9	2,877	-1,077	Yes
11	Whitehorse Medical Practice, CR0 2JJ	2.8km SW	7,098	3.5	2,028	-228	Yes
12	Brigstock Family Practice, CR7 7JH	3.1km W	13,506	5.1	2,648	-848	Yes
TOTAL			84,778	32.8	2,585	-785	

Nursery and Early Years Education

- 129 Portland Bill Pre-School is located within the existing site. There is one additional nursery within a 1.6km walking distance of the site, Crosfield Nursery School, which is approximately 1.1km walking distance south of the site.

Table 10 Early Years Education within a 1.6km Walking Distance of the Site

No.	Early Years Education	Walking Distance from Site
1	Portland Bill Pre-School, SE25 4TW	On-site
2	Crosfield Nursery School, SE25 5BD	1.1km SW

³⁴ NHS (2025). General Practice Workforce: Selected Sub-ICB Location Information. Available at: <https://app.powerbi.com/view?r=eyJrIjoizTEwODNkOTItZjVmYS00OTNjLWJhNDktNjdkYTRIOGY3Njg4IiwidCI6IjM3YzZM1NGlyLTg1YjAtNDdmNS1iMjlyLTA3YjQ4ZDc3NGVIMyJ9>. Accessed 12/01/2026.

Primary Schools

- 130** There are five community or voluntary aided primary schools within a 3.2km walking distance³⁵ of the site, which have an overall surplus of 2,419 places, or 16.2% of overall capacity at 95% of actual capacity³⁶. Nine primary school within this area exceed recommended capacity, however the closest three primary schools to the site do have capacity to enrol new pupils.

Table 11 Primary Schools within a 3.2km Walking Distance of the Site³⁷

No.	Primary School	Walking Distance from Site	Capacity (No. of Pupils)	Capacity at 95%	Number of Pupils on Roll	Surplus / Deficit Capacity at 95%	% Surplus / Deficit Capacity at 95%
1	St Mark's Church of England Primary Academy, SE25 4JD	550m SW	210	200	173	27	13.3
2	South Norwood Primary, SE25 5QP	900m SW	420	399	326	73	18.3
3	Stewart Fleming Primary School, SE20 7YB	1.1km NE	630	599	547	52	8.6
4	Oasis Academy Ryelands, SE25 4XG	1.3km S	420	399	442	-43	-10.8
5	St Chad's Catholic Primary School, SE25 6LR	1.4km NW	444	422	346	76	18.0
6	Cypress Primary School, SE25 4AU	1.5 NW	640	608	680	-72	-11.8
7	St Thomas Becket Catholic Primary School, SE25 5BN	1.6km S	420	399	411	-12	-3.0
8	Heavers Farm Primary School, SE25 6LT	1.6km SW	862	819	291	528	64.5
9	St Anthony's Catholic Primary School, SE20 8ES	1.7km NE	234	222	176	46	20.8
10	James Dixon Primary School, SE20 8BW	1.9km N	471	447	434	13	3.0
11	Churchfields Primary School, BR3 4QY	2.0 NE	466	443	489	-46	-10.5
12	Whitehorse Manor Infant School, CR7 8SB	2.1km SW	386	367	377	-10	-2.8
13	Whitehorse Manor Junior School, CR7 8SB	2.1km SW	480	456	454	2	0.4
14	All Saints Primary School, SE19 3LG	2.3km NE	266	253	207	46	18.1
15	The Robert Fitzroy Academy, CR0 6JN	2.0km SW	750	713	599	114	15.9
16	Monks Orchard Primary School, CR0 7UF	2.6km SE	670	637	201	436	68.4
17	Harris Primary Academy Crystal Palace, SE20 8RH	2.5km NE	389	370	378	-8	-2.3
18	St Johns Church of England Primary School, SE20 8HU	2.2km NE	210	200	148	52	25.8
19	Harris Primary Academy Kent House, SE20 7QR	2.2km NE	472	448	410	38	8.6
20	Woodside Primary School, CR0 6NF	2.2km S	810	770	472	298	38.7
21	Marian Vian Primary School, BR3 4AZ	2.4km SE	630	599	623	-25	-4.1
22	John Wood School and Nursery, CR0 6JA	2.4km SW	484	460	325	135	29.3
23	The Crescent Primary School, CR0 2HN	2.4km SW	600	570	389	181	31.8
24	Oasis Academy Shirley Park Primary, CR0 7AR	2.5km S	*	*	*	*	*

³⁵ Department for Education (DfE) (2024). *Travel to school for children of compulsory school age: Statutory guidance for local authorities.*

³⁶ Based on Audit Commission guidance recommending a 5% capacity buffer on actual school capacity. Audit Commission for Local Authorities and the National Health Service in England and Wales (1996). *Trading Places: The Supply and Allocation of School Places.*

³⁷ DfE (2026). *Get Information about Schools.* Available at: <https://get-information-schools.service.gov.uk/Search?SelectedTab=Establishments>. Accessed: 12/01/2026.

25	Alexandra Infant School, BR3 1JG	2.5km NE	198	188	199	-11	-5.8
26	Broadmead Primary School, CR0 2EA	2.5km SW	420	399	381	18	4.5
27	David Livingstone Primary School, CR7 8HX	2.8km NW	210	200	196	4	1.8
28	Beulah Infant and Nursery School, CR7 8NJ	2.9km W	232	220	200	20	9.3
29	Beulah Junior School, CR7 8JF	3.0km W	360	342	223	119	34.8
30	St Cyprian's Greek Orthodox Primary Academy, CR7 8DZ	3.1km NW	446	424	275	149	35.1
31	Rockmount Primary School, SE19 3ST	3.1km NW	500	475	449	26	5.5
32	Ecclesbourne Primary School, CR7 7FA	3.1km SW	420	399	443	-44	-11.0
33	Balgowan Primary School, BR3 4HJ	3.2km E	654	621	618	3	0.5
34	Paxton Primary School, SE19 1PA	3.2km N	680	646	420	226	35.0
35	Alexandra Junior School, SE26 5DS	3.2km NE	256	243	232	11	4.6
TOTAL			15,740	14,953	12,534	2,419	16.2
<i>Note: Any discrepancies in totals are due to rounding.</i>							
<i>*Information on Oasis Academy Shirley Park Primary is not available.</i>							

Secondary Schools

- 131** There are 23 secondary schools within a 4.8km walking distance of the site, with an overall surplus of 1,728 places, or 6.2% of overall capacity at 95% of actual capacity. There are two secondary schools within the LBC which are currently overcapacity, however the three closest schools to the site all have capacity to take on new students.
- 132** Analysis of secondary school capacity is typically carried out at the borough level to account for pupil preference and school specialisms, and to reflect secondary pupils' tendency to travel farther than primary pupils to attend school. However, as the site lies close to the borough boundary, and thus is within walking distance of schools within the London Boroughs of Lambeth, Southwark, Bromley and Lewisham, a 4.8km walking distance has been used instead.

Table 12 Secondary Schools within a 4.8km Walking Distance of the Site³⁸

No.	Secondary School	Walking Distance from Site	Capacity (No. of Pupils)	Capacity at 95%	Number of Pupils on Roll	Surplus / Deficit Capacity at 95%	% Surplus / Deficit Capacity at 95%
London Borough of Croydon							
1	Harris Academy South Norwood, SE25 6AE	650m W	1,150	1,093	1,018	75	6.8
2	Oasis Academy Arena, SE25 4QL	1.4km SE	900	855	369	486	56.8
3	Harris City Academy Crystal Palace, SE19 2JH	1.7km N	1,300	1,235	1,162	73	5.9
4	Oasis Academy Shirley Park, CR9 7AL	2.5km S	1,955	1,857	1,659	198	10.7
5	Harris Academy Beulah Hill, SE19 3UG	2.8km NW	1,100	1,045	1,029	16	1.5
6	Ark Blake Academy, CR0 6NA	2.9km SW	1,200	1,140	782	358	31.4
7	St Mary's Catholic High School, CR9 2EE	3.4km SW	1,115	1,059	564	495	46.8
8	Orchard Park High School, CR0 7NJ	3.5km SE	1,000	950	634	316	33.3
9	Harris Invictus Academy Croydon, CR0 2TB	3.8km SW	900	855	980	-125	-14.6

³⁸ DfE (2026). *Get Information about Schools*. Available at: <https://get-information-schools.service.gov.uk/Search?SelectedTab=Establishments>. Accessed: 12/01/2026.

10	St Joseph's College, SE19 3HL	4.0km NW	1,050	998	807	191	19.1
11	Coloma Convent Girls' School, CR9 5AS	4.2km SE	1,057	1,004	924	80	8.0
12	Shirley High School Performing Arts College, CR0 5EF	4.3km SE	1,105	1,050	785	265	25.2
13	Archbishop Tenison's CofE High School, CR0 5JQ	4.4km S	800	760	784	-24	-3.2
14	Norbury High School for Girls, CR7 8BT	4.5km NW	1,370	1,302	1,173	129	9.9
London Borough of Bromley							
15	Orion Eden Park, BR3 3RD	2.8km SE	1,680	1,596	1,274	322	20.2
16	Harris Girls Academy Bromley, BR3 1QR	3.0km NE	1,250	1,188	1,096	92	7.7
17	Harris Academy Beckenham, BR3 3SJ	4.0km E	1,200	1,140	1,264	-124	-10.9
18	Langley Park School for Boys, BR3 3BP	4.3km SE	1,676	1,592	1,820	-228	-14.3
19	Langley Park School for Girls, BR3 3BE	4.6km SE	1,642	1,560	1,707	-147	-9.4
London Borough of Lewisham							
20	Sydenham School, SE26 4RD	4.6km N	1,580	1,501	1,507	-6	-0.4
21	Forest Hill School, SE23 2XN	4.7km NE	1,535	1,458	1,072	386	26.5
London Borough of Lambeth							
22	Norwood School, SE19 3NY	4.0km NW	900	855	1,069	-214	-25.0
London Borough of Southwark							
23	Kingsdale Foundation School, SE21 8SQ	4.3km N	1,750	1,663	2,547	-885	-53.2
TOTAL			29,215	27,754	26,026	1,728	6.2
<i>Note: Any discrepancies in totals are due to rounding.</i>							
<i>* Harris City Academy Crystal Palace offers both primary and secondary education but is only included in this table to avoid duplicating data.</i>							

Community Centres

- 133 There is a total of four secular community centres available within a 1.6km walking distance of the site, offering diverse opportunities for the local community including a multi-purpose community hub, library and cultural complex/ live music venue.

Table 13 Community Centres within a 1.6km Walking Distance of the Site

No.	Community Centres	Walking Distance from Site	Description of Facilities
1	Stanley Arts, SE25 6AB	500m W	Arts centre with free rehearsal space, local workshops and other community events ³⁹ .
2	Socco Cheta, SE25 4PQ	600m SW	Community hub.
3	Arena Music Venue, SE25 4QL	1.6km SE	Multi-functional community and event space, live music venue and nightclub.
4	Melvin Hall, SE20 8EU	1.6km NE	Community hall.

³⁹ <https://stanleyarts.org/community-arts/>

Faith Centres

- 134** There is a total of 11 places of worship available within a 1.6km walking distance of the site serving various Christian denominations, as well as a mosque and a Hindu temple. The 1.6km walking distance from the site does not feature faith centres for the following faiths: Judaism, Buddhism and Sikhism.

Table 14 Faith Centres within a 1.6km Walking Distance of the Site

No.	Faith Centres	Walking Distance from Site	Description of Facilities
1	St Mark's South Norwood, SE25 4JE	500m S	Anglican. Services include Holy Communion, Evensong and common worship ⁴⁰ .
2	South Norwood Islamic Community Centre (Masjid Uthman), SE25 4PF	500m SW	Mosque. Services include Friday prayer, daily prayer and Islamic classes.
3	Christ's Liberty Church Croydon, SE25 6AE	550m W	Evangelical. Services include Sunday and Wednesday services as well as events such as 'Lady to Lady Global Conference' ⁴¹ .
4	South Norwood Methodist Church, SE25 6EG	550m SW	Methodist. Services include regular Sunday services, as well as women's groups and coffee mornings ⁴² .
5	Local Polish Catholic Mission, SE25 6EJ	700m SW	Catholic. Polish Catholic Church with mass every day of the week except Monday ⁴³ .
6	New Destiny Christian Church, SE25 5AD	750m SW	Christian. Services include traditional Sunday services; the church also Christian group Glory Tabernacle.
7	The Redeemed Christian Church of God, SE25 4UN	750m S	Evangelical. Services include traditional Sunday services and youth services ⁴⁴ .
8	ISKCON South London Temple, SE25 5NG	1.2km S	Hindu Temple. Services include Daily Harinama and Wednesday Kirtan ⁴⁵ .
9	World Harvest Christian Centre, SE25 5NQ	1.2km S	Evangelical. Services include Men of Destiny Ministry, Youth Ministry, Women of Destiny Ministry and King's Kids Ministry ⁴⁶ .
10	Christ Church, SE20 8ER	1.4km NE	Anglican. Services include traditional Sunday services as well as youth groups ⁴⁷ .
11	St Anthony of Padua Catholic Church, SE20 8ES	1.6km NE	Catholic. Services include daily mass, Children's Liturgy Group and a choir ⁴⁸ .

Recreation and Leisure Centres

- 135** There are two leisure centres and sports complexes within 1.6km walking distance of the site, which offer a diverse range of community facilities including swimming pools, gyms and exercise classes.

⁴⁰ <https://www.stmarkssouthnorwood.org.uk/>

⁴¹ <https://christliberty.church/>

⁴² <https://www.croydonmeth.org/our-churches/south-norwood-methodist-church/>

⁴³ <https://www.parafia-croydon.co.uk/>

⁴⁴ <https://www.rccg.org/>

⁴⁵ <https://iskcon.london/about/>

⁴⁶ <https://worldharvest.org.uk/>

⁴⁷ <https://anerleyteamministry.org.uk/>

⁴⁸ <https://www.stanthonyofpaduaanerley.com/>

Table 15 Recreation and Leisure Centres within a 1.6km Walking Distance of the Site

No.	Recreation and Leisure Centres	Walking Distance from Site	Description of Facilities
1	South Norwood Leisure Centre, SE25 4PT	1.2km S	Leisure centre offering a diverse range of facilities including, a gym, pool and exercise classes ⁴⁹ .
2	Croydon Sports Arena, SE25 4QL	1.3km SE	Outdoor sports hub including athletics track and football pitch ⁵⁰ .

Play Space

- 136 The site is within a 1.6km walking distance of four play spaces, including playgrounds within the town centre and within the local parks. There is also a playground within the existing site.

Table 16 Play Space within a 1.6km Walking Distance of the Site

No.	Play Space	Walking Distance from Site	Description of Facilities
1	South Norwood Kids Playground, SE25 4UJ	700m S	Outdoor play area
2	Apsley Road Playpark, SE25 4XS	950m S	Outdoor play area
3	South Norwood Country Park Playground, SE25 4LZ	1.2km SE	Outdoor play area
4	Betts Park Playground, SE20 7YZ	1.3km NE	Outdoor play area

Open Amenity Space

- 137 The site is within 1.6km of 11 public open spaces including natural/ semi-natural greenspaces and sports amenities. The nearest open amenity space is Love Lane Green (450m walking distance from the site).

Table 17 Open Amenity Space within a 1.6km Walking Distance of the Site

No.	Open Amenity Space	Walking Distance from Site	Description of Facilities
1	Love Lane Green, SE25 4NG	450m E	Community garden and green space.
2	South Norwood Country Park, SE25 4NE	900m SE	Large park with meadows, wetlands and a lake, bike paths, playground, mini golf.
3	South Norwood Recreation Ground, SE25 6TG	950m SW	Park with a football pitch, tennis court, and playground.
4	South Norwood Lake and Grounds, SE25 4AN	1.0km NW	Park and lake with tennis courts and basketball courts.
5	Betts Park, SE20 8TQ	1.2km NE	Park with outdoor gym, skate park, playground and basketball courts.
6	Brickfields Meadow, SE25 5HR	1.3km S	Green space with outdoor children's play space.
7	Heavers Meadow, SE25 6LN	1.4km SW	Meadow with woodland covering and walking paths alongside the railway line.
8	Beaulieu Heights, SE25 6BN	1.5km NW	Local woodland and walking trails.

⁴⁹ Better (n.d.). South Norwood Leisure Centre. Available at: https://www.better.org.uk/leisure-centre/london/croydon/south-norwood-leisure-centre?utm_source=google&utm_medium=organic&utm_campaign=google_my_business. Accessed 12/01/2026.

⁵⁰ Better (n.d.). Croydon Sports Area. Available at: https://www.better.org.uk/leisure-centre/london/croydon/croydon-sports-arena?utm_source=google&utm_medium=organic&utm_campaign=google_my_business. Accessed 12/01/2026.

9	Woodside Green, SE25 5HU	1.6km S	Open green space.
10	Grangewood Park, SE25 6TW	1.6km NW	Large green space with tree coverage, tennis courts, pavilion and playground.
11	Whitehorse Meadow, SE25 6TN	1.6km NW	Open meadow with footpaths and some woodland tree coverage

Public Houses

- 138** The site is within 1.6km walking distance of six pubs, with the closest being The Albion Pub (500m walking distance).

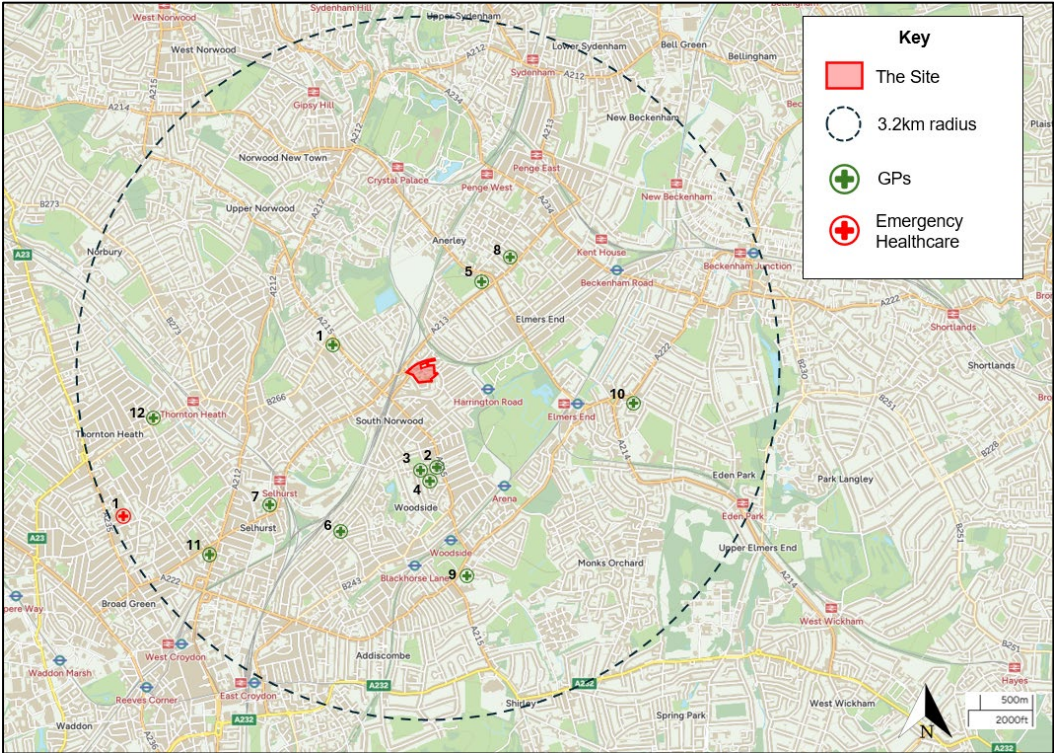
Table 18 Public Houses within a 1.6km Walking Distance of the Site

No.	Public House	Walking Distance from Site
1	The Albion Pub, SE25 6HA	500m W
2	Shelverdine Goathouse, SE25 6EP	600m SW
3	The Portland Arms, SE25 4PT	1.1km S
4	Grace's Bar and Grill, SE20 7YA	1.2km E
5	The Clifton Arms, SE25 6NJ	1.5km SW
6	The Anerley Arms, SE20 8AG	1.6km NE

Audit Maps

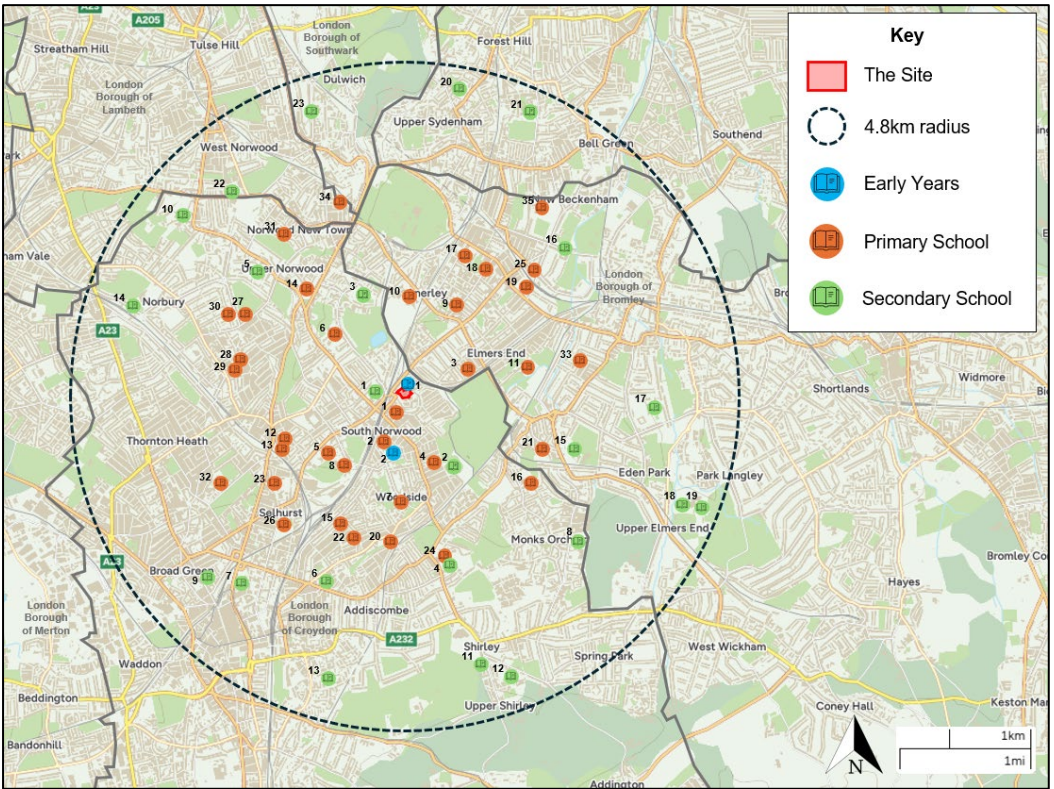
139 Figure 9 to Figure 12 below illustrate the location of the facilities outlined above.

Figure 9 Healthcare within the Local Area



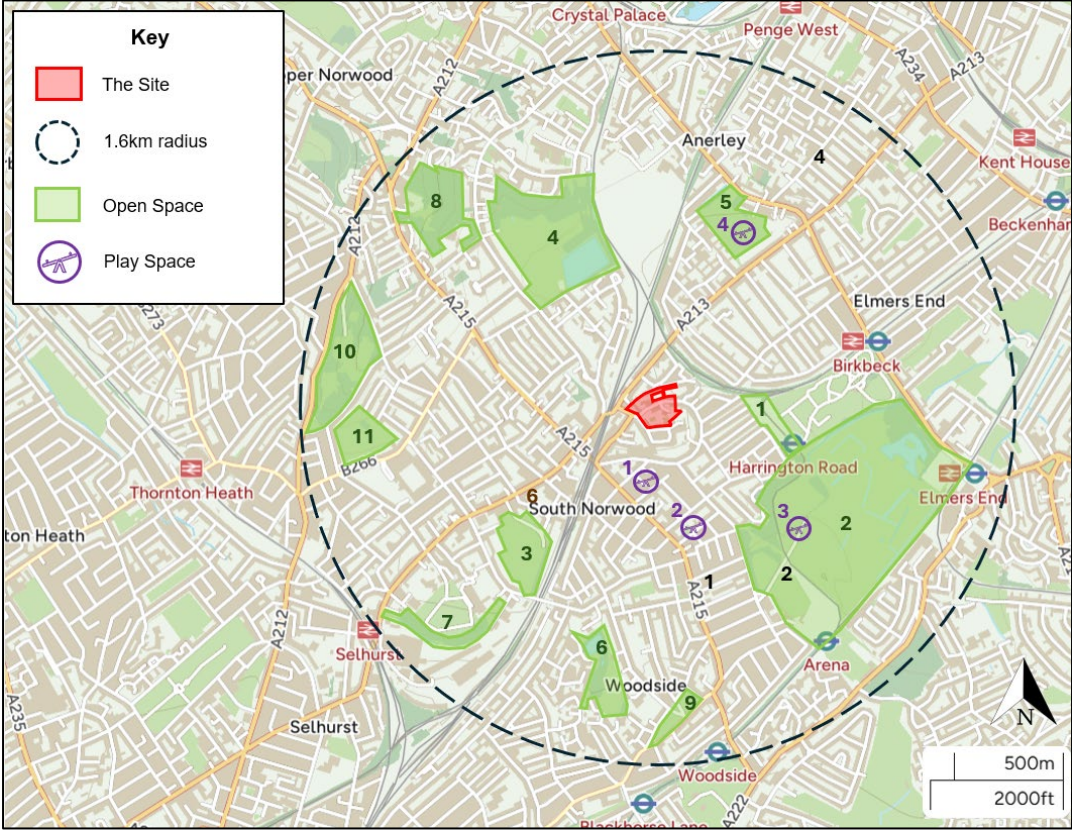
Base Map Source: OS (2024) and OS data © Crown copyright and database right 2024.

Figure 10 Early Years, Primary and Secondary Schools within the Local Area



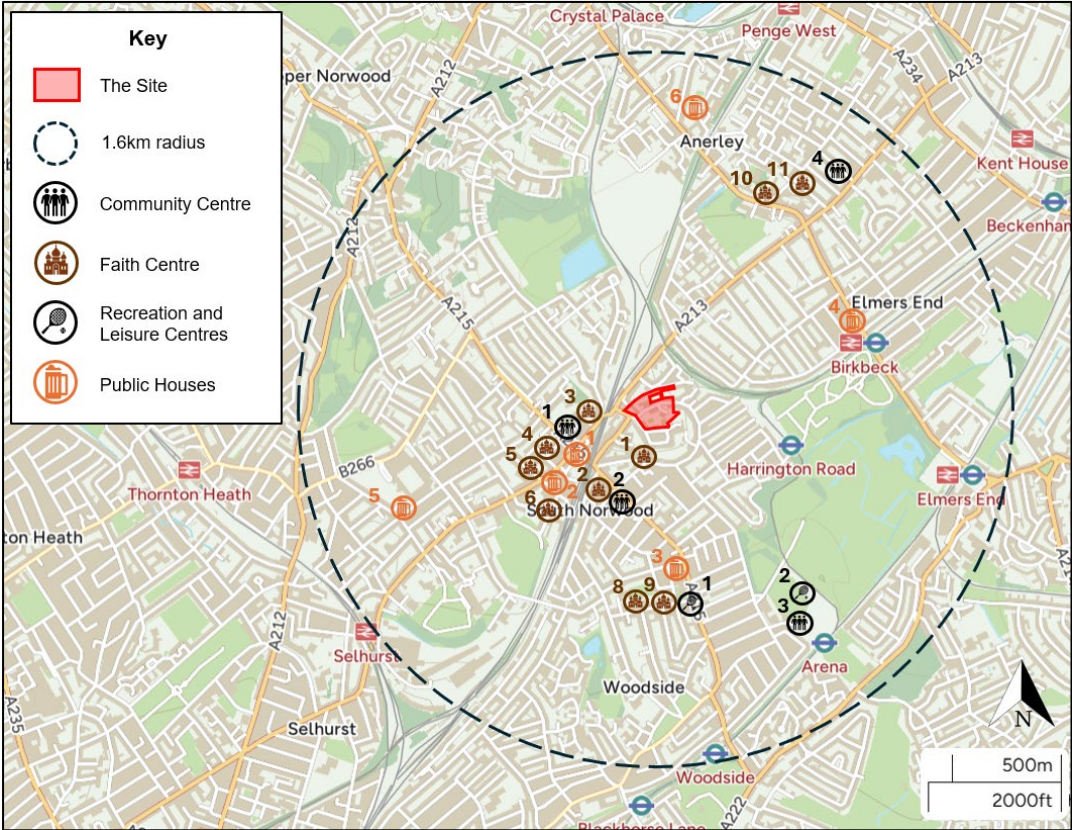
Base Map Source: OS (2024) and OS data © Crown copyright and database right 2024.

Figure 11 Open and Play Space within the Local Area



Base Map Source: OS (2024) and OS data © Crown copyright and database right 2024.

Figure 12 Other Community Facilities within the Local Area



Map Source: OS (2024) and OS data © Crown copyright and database right 2024.

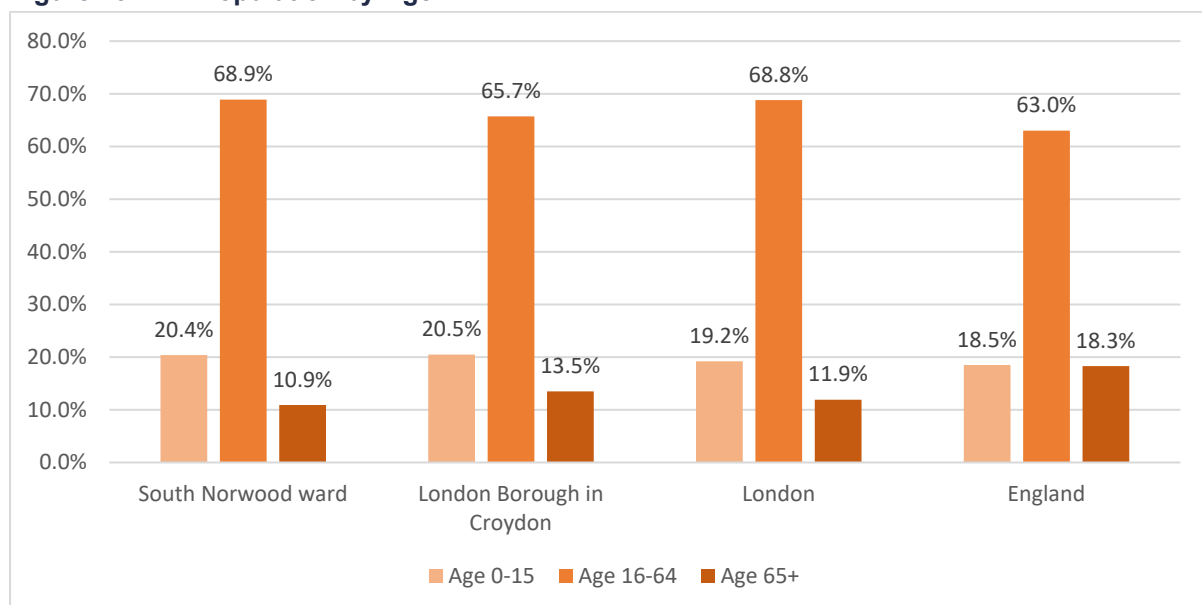
ANNEX 2: PROTECTED CHARACTERISTIC BASELINE

Age

Equality and Socio-economic Information

- 140** As illustrated in Figure 13, most of South Norwood ward's population is of working age, aged 16 – 64 years (68.9%). This is slightly higher than seen across the rest of the LBC (65.7%) and England (63.0%), but is roughly equal to London (68.8%). The ward's proportion of children and young people, aged 15 years and younger (20.4%), is likewise largely consistent with borough-wide (20.5%), regional (19.2%) and national (18.5%) rates.
- 141** Notably, a relatively small proportion of the South Norwood ward population is made up of older people, aged 65 years and older (10.9%). This proportion of older people is comparable to that of the LBC (13.5%) and London (11.9%); however, it is particularly low in comparison to England (18.3%).

Figure 13 Population by Age⁵¹



- 142** As children and young people, and older people, tend to be more at-risk of experiencing deprivation due to their increased likelihood of being economic dependents, the Income Deprivation Affecting Children Index (IDACI) and Income Deprivation Affecting Older People Index (IDAOP) are useful indicators to assess the relative socio-economic health of these demographics. In this case, both tools indicate that age-related deprivation is of concern within the ward, as well as the wider LBC.

Table 19 Age-Related Deprivation⁵²

Indicator	South Norwood Ward	LBC	England
Child poverty (IDACI)	22.5%	18.5%	17.1%
Older people in poverty (IDAOP)	23.0%	15.6%	14.2%

Note: Figures highlighted in red are poorer than the national average, figures highlighted in orange are approximately equal to the national average, and figures highlighted in green are better than the national average.

⁵¹ ONS (2022). Census 2021: Dataset ID TS007 – Age by single year.

⁵² Office for Health Improvement and Disparities (OHID) (2019). Fingertips: Public health data.

- 143** The LBC has implemented various services and programmes to reduce age-related deprivation in the borough including, but not limited to, the Healthy Families, Brighter Future (HENRY) programme⁵³ and the Croydon Neighbourhood Care Association, the latter of which provides a range of support services to reduce social isolation and loneliness in vulnerable individuals over 65 years⁵⁴.
- 144** Accessibility is a common challenge facing older people, who may have reduced mobility due to their age or related conditions. The site has adequate accessibility by public transport, walking and cycling, with a PTAL of 2 – 4. There are currently four disabled off-street car parking spaces and two disabled parking spaces on-site, located on Regina Road.

Disability

Equality and Socio-economic Information

- 145** Under the Equality Act, an individual who has a physical or mental impairment which has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities is classed as disabled. ‘Substantial’ effects are those which result in a more than ‘minor’ or ‘trivial’ inconvenience and ‘long-term’ effects must last 12 months or more.
- 146** As shown in Figure 14, South Norwood ward has a relatively small proportion of disabled residents (14.1%). This is similar to the figures for borough-wide (14.0%) and regional (13.2%) comparators, but slightly less common than is typical for England (17.3%).

Figure 14 Population by Disability⁵⁵



- 147** Those with physical and learning disabilities often face much higher rates of a range of health and socio-economic challenges in comparison to the non-disabled population including long-term conditions such as cancer, obesity and diabetes, and the need for ongoing financial, physical and mental health support⁵⁶.

⁵³ LBC (n.d.). Healthy Families, Brighter Future (HENRY Croydon). Available at:

<https://localoffer.croydon.gov.uk/kb5/croydon/directory/advice.page?id=sLqxD-Dvcw8>. Accessed 12/01/2026.

⁵⁴ LBC (n.d.). Croydon Neighbourhood Care Association. Available at: <https://www.cnca.org.uk/>. Accessed 12/01/2026.

⁵⁵ ONS (2022). Census 2021: Dataset ID TS038 – Disability.

⁵⁶ ONS (2024). Disability pay gaps in the UK: 2014 to 2023. Available at:

<https://www.ons.gov.uk/peoplepopulationandcommunity/healthandsocialcare/disability/articles/disabilitypaygapsintheuk/2014to2023>. Accessed 12/01/2026.

- 148** The LBC is in partnership with the Provide Equipment Hub⁵⁷, offering a range of wheelchair and community equipment for those with physical disabilities. The LBC also has a number of resources for autistic children and adults, including an annual Autism Acceptance Week, Croydon Autism Pub Experience Group, Cherry Hub (a support service for autistic individuals and their families), as well as weekly Special Educational Needs and Disabilities (SEND) Youth Clubs⁵⁸. Furthermore, the Disability Confident Action Group (DCAG) is a forum that aims to increase the awareness and confidence of employers in the borough to employ people with disabilities, challenge attitudes towards disability, and increase the understanding of disability⁵⁹.
- 149** Accessibility is a challenge which faces many disabled people, who may have reduced or different mobility needs due to their disability or related conditions. As described above, the site has adequate accessibility by public transport, walking and cycling, with a PTAL of 2 – 4. There are currently four disabled off-street car parking spaces and two disabled parking spaces on-site, located on Regina Road.

Pregnancy and Maternity

Equality and Socio-economic Information

- 150** Birth rates in the LBC have been declining since 2017⁶⁰ and many datasets regarding natal, neonatal, and maternal health are either suppressed or combined with other boroughs due to small sample sizes and to preserve respondent anonymity⁶¹. However, birth rates in the LBC (70 per 1,000 women) are higher than the London average (68 per 1,000 women) and the national average (62 per 1,000 women)⁶². This indicates that the LBC has a higher proportion of growing families relative to other boroughs within London.
- 151** The LBC's Family Hubs offer resources for children, young people, pregnant people and families, including but not limited to, activities for young children, housing support, parent-infant relationship support, and support for separating and separated parents⁶³.
- 152** Accessibility challenges often impact pregnant people, who may have reduced or different mobility needs due to their pregnancy or related conditions. As described above, the site has adequate accessibility by public transport, walking and cycling, with a PTAL of 2 – 4. There are also currently four disabled off-street car parking spaces and two disabled parking spaces on-site.

Sex

Equality and Socio-economic Information

- 153** The gender split between men and women is fairly even across all sampled spatial areas.

⁵⁷ Provide Equipment Hub (n.d.). Website available at: <https://provideequipmenthub.co.uk/>. Accessed 12/01/2026.

⁵⁸ LBC (n.d.). Autism support services. Available at: <https://www.croydon.gov.uk/adult-health-and-social-care/get-support-disability/autism-support-services>. Accessed 12/01/2026.

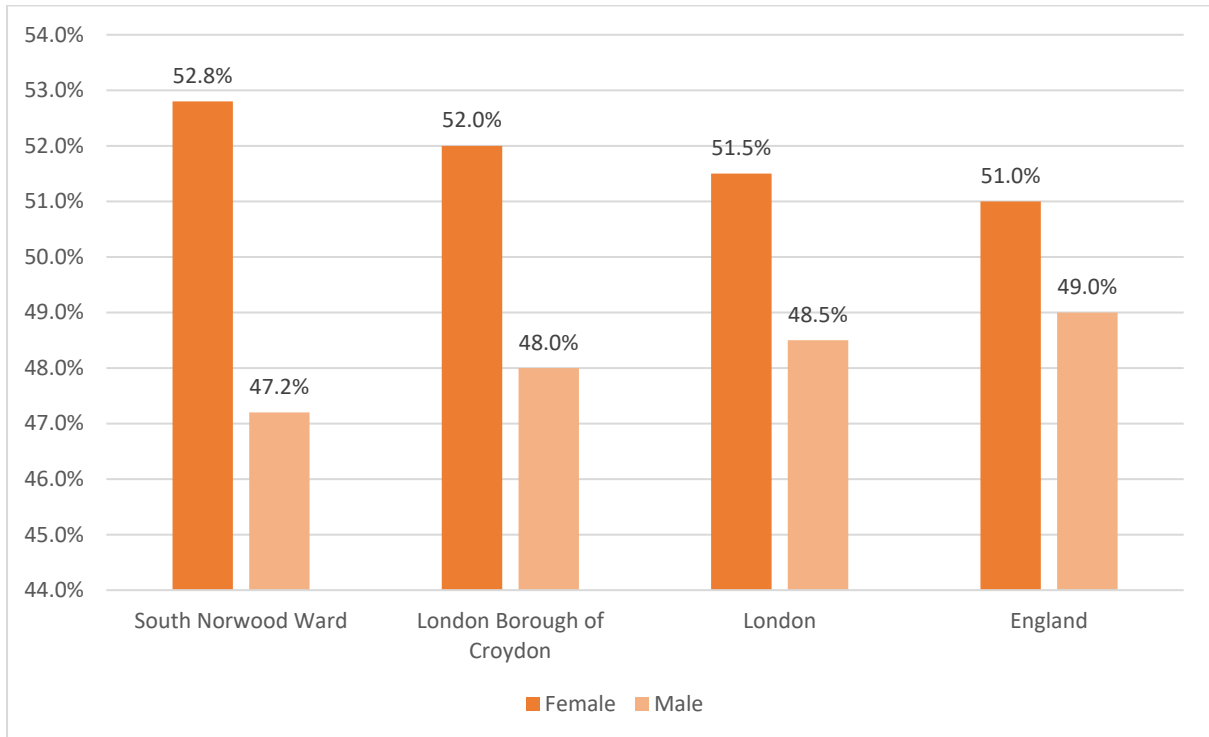
⁵⁹ LBC (n.d.). Find a service or activity. Available at: <https://localoffer.croydon.gov.uk/kb5/croydon/directory/service.page?id=HZxB16vD6XY>. Accessed 12/01/2026.

⁶⁰ Croydon Observatory (2024). Croydon Borough Profile. Available at: https://www.croydonobservatory.org/wp-content/uploads/2024/02/BOROUGH-PROFILE_Dec2023.pdf. Accessed 12/01/2026.

⁶¹ OHID (2023). Fingertips: Public health data.

⁶² Local Government Association (n.d.). Children's health and wellbeing – Croydon case study.

⁶³ LBC (n.d.). Family Hubs. Available at: <https://www.croydon.gov.uk/children-young-people-and-families/family-hubs>. Accessed 12/01/2026.

Figure 15 Population by Sex⁶⁴

- 154** Women tend to be less economically active than men, with an estimated 72.3% of women in employment in the UK compared to 79.0% of men⁶⁵. Likewise, women tend to be paid less, earning about £584 per week compared to their male counterparts who earn about £683 per week.

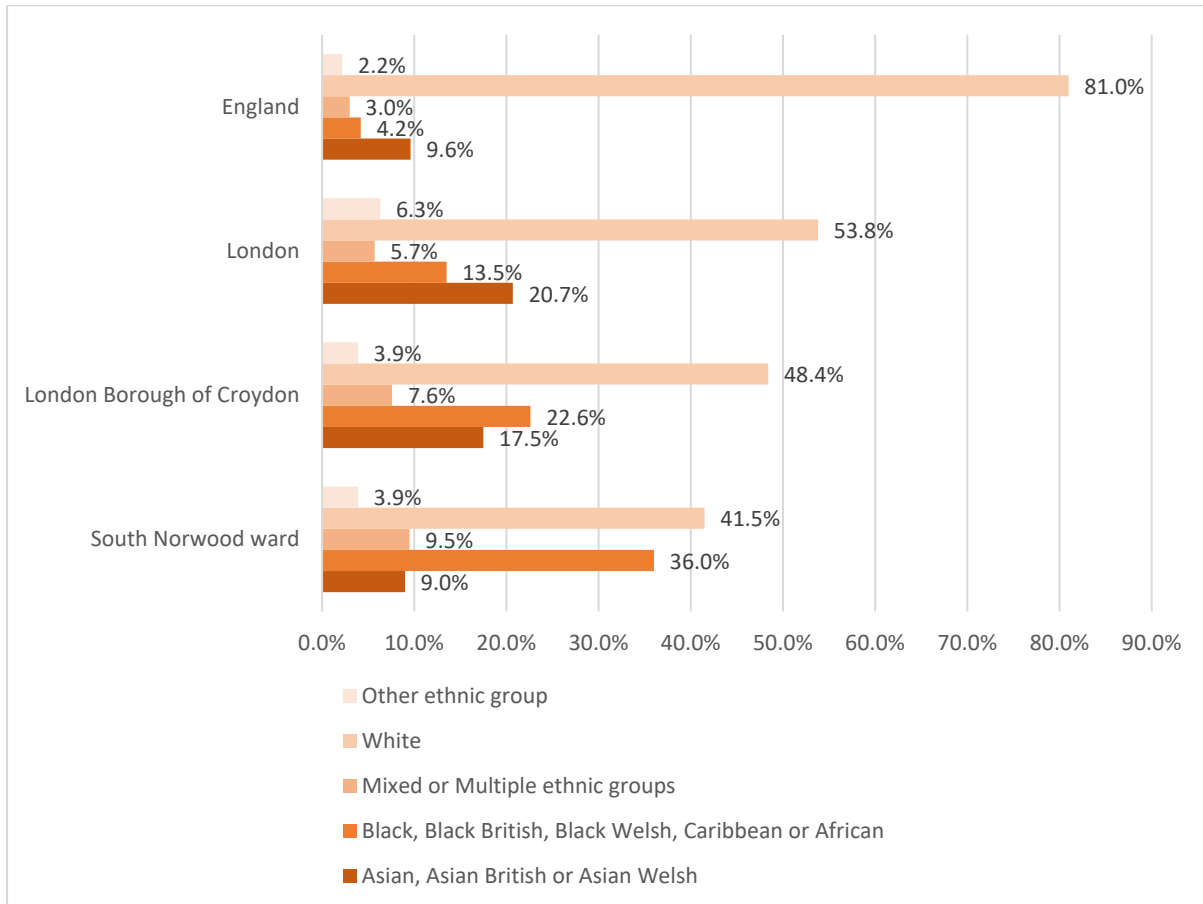
Race

Equality and Socio-economic Information

- 155** As shown in Figure 16, the ward population is relatively diverse, with a much lower proportion of residents identifying as White (41.5%) than the national average (81.0%). This figure is also lower than is typical for London (53.8%) and the LBC (58.4%).
- 156** Amongst ethnic minority groups in the ward, Black British, Black Welsh, Caribbean or African people are most common, representing 36.0% of the total population. This trend is consistent across the LBC, for which this is also the largest ethnic minority group, as well as the existing Regina Road Estate, for which this ethnic minority group makes up approximately two-thirds of the resident population (see paragraph 43). However, at a regional and national scale Asian, Asian British or Asian Welsh communities represent the largest ethnic minority group.

⁶⁴ ONS (2022). *Census 2021: Dataset ID TS008 – Sex*.

⁶⁵ Buchanan, I., Pratt, A., Francis-Devine, B. (2025). *Women and the UK Economy: Research Briefing*. Available at: <https://researchbriefings.files.parliament.uk/documents/SN06838/SN06838.pdf>. Accessed 12/01/2026.

Figure 16 Population by Ethnicity⁶⁶

157 Across the UK, people of ethnic minority backgrounds are more likely to be unemployed and to face income deprivation than those identifying as White, with people of South Asian and African backgrounds more impacted than other communities⁶⁷.

⁶⁶ ONS (2022). Census 2021: Dataset ID TS021 – Ethnic group.

⁶⁷ Francis-Devine, B. (2020). Insight: Which ethnic groups are most affected by income inequality? Available at: <https://commonslibrary.parliament.uk/income-inequality-by-ethnic-group/>. Accessed 12/01/2026.

ANNEX 3: LEGISLATION AND POLICY

The Equality Act 2010

- 158** The Equality Act 2010 legally protects people in the United Kingdom from discrimination in the workplace and in wider society, consolidating and strengthening previous anti-discriminatory legislation including the Sex Discrimination Act 1975, the Race Relations Act 1976 and the Disability Discrimination Act 1995. Discrimination based on protected characteristics is illegal, with the following nine characteristics defined as protected in the Equality Act:
1. **Age:** A person of a particular age or persons of a particular range of ages, for example, children (0-17 years), younger people (18-24 years), or older people (60 years and over).
 2. **Disability:** A person with physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.
 3. **Gender reassignment:** A person proposing to undergo, is undergoing, or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex.
 4. **Marriage and civil partnership:** A person in a marriage or civil partnership.
 5. **Pregnancy and maternity:** A person who is pregnant or expecting a baby, or a person who has recently given birth.
 6. **Race:** A person defined by their colour, nationality, ethnic or national origins, for example, Black, Asian and minority ethnic (BAME) groups.
 7. **Religion or belief:** A person with any religious or philosophical belief including a lack of belief.
 8. **Sex:** A man or a woman, recognising that women are more frequently disadvantaged.
 9. **Sexual orientation:** A person's sexual orientation towards persons of the same sex, persons of a different sex or persons of either sex.
- 159** The Act also introduces a PSED which requires public bodies to consider all individuals in shaping policy, delivering services and strengthening relationships amongst their staff and constituents by eliminating discrimination, advancing equality of opportunity and fostering good relations amongst all people.

The London Plan: The Spatial Development Strategy for Greater London⁶⁸

- 160** The London Plan was adopted in March 2021. Under legislation establishing the GLA, the Mayor of London is required to publish a Spatial Development Strategy (SDS) and keep it under review, namely, the London Plan. As the overall strategic plan for London, it sets out an integrated economic, environmental, transport and social framework for the development of London over the next 20-25 years. The London Plan contains a number of policies relevant to EqIA, the key ones of which are outlined below.

Policy GG1 Building strong and inclusive communities

- 161** This policy puts the onus on those involved in planning and development to seek to ensure that London continues to generate a wide range of economic and other opportunities benefiting all residents, as well as ensuring that good quality services, public places and open space, buildings and streets are designed well, to build and support strong and inclusive communities.

⁶⁸ GLA (2021). *The London Plan: The Spatial Development Strategy for Greater London*.

Policy D5 Inclusive design

- 162** As per this policy, development in London should achieve the highest standards of accessible and inclusive design to take account of the city's diverse population, facilitate social interaction and inclusion, avoid disabling barriers, and promote independent access and dignified use. It also stipulates that Design and Access Statements (DAS) submitted with planning applications should include an inclusive design statement outlining the ways in which inclusive design has been addressed within proposals.

Policy S1 Developing London's Social Infrastructure

- 163** As per this policy, development proposals that would result in a loss of social infrastructure should only be permitted where either, there are realistic proposals for re-provision that continue to serve the needs of the neighbourhood and wider community, or the loss is part of a wider public service transformation plan which requires investment in modern, fit for purpose infrastructure and facilities to meet future population needs or to sustain and improve services.

Policy E11 Skills and opportunities for all

- 164** In tandem with the Mayor of London's Skills for Londoners Strategy, this policy asks that development support employment, skills development, apprenticeships and other educational and training opportunities during both the construction and operational phases of projects. This should be realised by enabling participants in training and apprenticeships to complete these programmes, ensuring that the greatest possible level of take-up by Londoners is achieved, and actively working to increase the proportion of underrepresented groups within industry workforces.

Policy H4 Delivering affordable housing

- 165** As outlined in this policy, 50% of new homes delivered across London should be genuinely affordable. Measures to achieve this include public sector land delivering at least 50% affordable housing on each site, requiring major developments to provide affordable housing, as well as requiring affordable housing to be provided on-site.

Policy H8 Loss of existing housing and estate redevelopment

- 166** This policy outlines the conditions for the demolition and replacement of affordable housing. As per this policy, boroughs, housing associations and their partners must consider alternative options and consider the potential social and environmental impacts of demolition. Demolition of affordable housing should also not be permitted unless it is replaced by the equivalent amount of affordable housing floorspace. Affordable housing that is replacing social rent housing must be provided as social rent housing where it is facilitating a right of return for existing tenants.

The Mayor's Equality, Diversity and Inclusion Strategy⁶⁹

- 167** The GLA Equality, Diversity and Inclusion (EDI) Strategy sets out how the Mayor of London plans to "create a truly inclusive London" by addressing inequalities, discrimination and barriers to equity. The strategy's central goal is to promote fairness and inclusivity, to create a city where "people feel welcome and able to meet their potential".
- 168** The vision includes 39 EDI objectives to achieve this goal, as well as associated relevant groups, which have been categorised into six broad themes, as follows:

⁶⁹ GLA (2022). *Inclusive London: The Mayor's Equality, Diversity and Inclusion Strategy*.

1. A great place to live;
2. A great place for young people;
3. A great place to work and do business;
4. Getting around;
5. A safe, healthy and enjoyable city; and
6. Leading by example.

Croydon Local Plan 2018⁷⁰

- 169** The LBC's Local Plan sets out the proposed strategic policy for achieving the borough's objectives, which are based on established issues and priorities. Relevant policies include:
- Policy DM10: Design and Character;
 - Policy DM16: Promoting healthy Communities;
 - Policy SP5: Community Facilities;
 - Policy SP7: Green Grid;
 - Policy SP8: Transport and Communication;
 - Policy DM29: Promoting Sustainable Travel and Reducing Congestion; and
 - Policy DM30: Car and Cycle Parking in New Development.
- 170** The new emerging Croydon Local Plan⁷¹ is expected to include further relevant policies, including Policy DM1A 'Estate Renewal'. Reference is also given to Regina Road Estate within Policy DM47 'South Norwood and Woodside', with the proposed use stated as "*estate renewal for residential development with retention of community facilities*". However, it is to be noted that new policies and information in this Plan are still in draft form and under review.

Equality Strategy for Croydon 2023-2027⁷²

- 171** The LBC's Equality Strategy provides a framework for the borough's equality objectives, with a focus on three key outcomes: addressing social inequities as a community leader and an employer; using partnerships to improve access and meet individual needs; and supporting people in Croydon to lead healthier and independent lives for longer.

Croydon Public Realm Design Guide (2019)⁷³

- 172** The LBC's Public Realm Design Guide sets out the guidelines for developers to inform the design of public realm, road geometry and palette of materials. The guide also sets out the expectations for public realm to be accessible, attractive, sustainable, safe, well designed, maintained to high standards and place specific.

⁷⁰ LBC (2018). Croydon Local Plan 2018.

⁷¹ LBC (2024). Local Plan review examination. Available at: <https://www.croydon.gov.uk/planning-and-regeneration/planning-policy/local-plan-review/local-plan-review-examination>. Accessed 12/01/2026.

⁷² LBC (2023). Equality Strategy for Croydon 2023-2027. Available at: <https://www.croydon.gov.uk/sites/default/files/2023-10/Equality-Strategy-2023-2027.pdf>. Accessed 12/01/2026.

⁷³ LBC (2019). Croydon Public Realm Design Guide. Available at: <https://www.croydon.gov.uk/sites/default/files/Planning/Croydon%20Public%20Realm%20Design%20Guide%202019.pdf>. Accessed 12/01/2026.

ANNEX 4: MITIGATION AND MONITORING TABLE

Recommended Mitigation			
Identified Effect	Proposed Mitigation	Vehicle for Implementation	Monitoring
Relocation of Portland Bill Pre-School	<ul style="list-style-type: none"> A temporary site within 1.0km of the Proposed Development has been identified as suitable premises for Portland Bill Pre-School to operate. This site is owned by the Council on a Full Repairing and Insuring (FRI) open market rent lease. It is anticipated that the pre-school will be relocated to this temporary site in February 2026, with the option of returning to the new on-site pre-school once the Proposed Development is completed. 	<p>Regular updates provided in the monthly newsletters to local residents, which may include:</p> <ul style="list-style-type: none"> Updates on the construction programme, including progress on the construction of the pre-school; and Details of ongoing engagement with staff and pupils of Portland Bill Pre-School. 	<p>Date and Respondent: Update: Actions:</p>
Temporary loss of MUGA and play space	<ul style="list-style-type: none"> It is the intention to keep the MUGA and play space open as long as possible during the construction phase, so that the temporary loss is kept to a minimum. No additional mitigation proposed beyond promoting awareness of alternative play space facilities within the local area. 	<p>Regular updates provided in the monthly newsletters to local residents, which may include:</p> <ul style="list-style-type: none"> An infographic displaying alternative play space facilities with walking distances. 	<p>Date and Respondent: Update: Actions:</p>
Displacement of existing Regina Road Estate residents	<ul style="list-style-type: none"> Access to free independent advice provided to all residents. Compensation for the costs and disturbance of moving home. Consideration for individual accessibility requirements (e.g. ensuring that elderly or disabled individuals have ground floor accommodation/ level access bathrooms in the new accommodation). Right to Return for all tenants.. A range of housing options for leaseholders that can cater to individual financial circumstance. 	<p>Regular updates provided in the monthly newsletters to local residents, which may include:</p> <ul style="list-style-type: none"> Updates on the construction programme. <p>Regular engagement with individuals households to gauge interest on returning/ changes to needs.</p>	<p>Date and Respondent: Update: Actions:</p>
Construction effects (including Air Quality and Acoustics)	<ul style="list-style-type: none"> Stay within relevant thresholds and limits (as set out in legislation) relating to air quality and volume. 	<p>Follow best practice measures set out in the CEMP.</p>	<p>Date and Respondent: Update: Actions:</p>

	<ul style="list-style-type: none"> • Effects relating to vehicle and dust emissions are anticipated to be appropriately mitigated through a Construction Environmental Management Plan (CEMP). • Facilitate relocation for existing residents if concerns are raised, where appropriate. • Maintain communication with contractors to ensure noise levels are kept to an appropriate level. 		
<p>Effects to neighbouring properties (particularly Anchor – North Wood Court retirement complex)</p>	<ul style="list-style-type: none"> • The Proposed Development has been sensitively designed to ensure neighbouring properties are not adversely impacted. • A Daylight and Sunlight report (submitted with the 2025 Planning Application) has confirmed that all neighbouring buildings and amenity spaces satisfy default values in the BRE Guidelines. • A Right to Light assessment has been carried out, and the Council will be managing the outcome of this assessment and recommendations going forward. 	<p>Regular updates provided in the monthly newsletters to local residents, which may include:</p> <ul style="list-style-type: none"> • Updates on the construction programme, including details of any changes to access around the site. <p>Continued engagement with Regina Road Residents Working Group.</p>	<p>Date and Respondent: Update: Actions:</p>

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