

SIXTEENTH SCHEDULE
PARTNERSHIP AGREEMENT

THIS AGREEMENT is made the day of 2007

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG ("the Council") which expression shall include its successors in title and assigns and all persons deriving title under them and any statutory successor body); and
- (2) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** (Company No. 03249344) whose registered office is situated at 167A East India Dock Road, London E14 0EA (the "Company")

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

1.1 In this Agreement where the context so admits:

1.1.1 the following words and phrases shall have the following meanings:

"Annual General Meeting, General Meeting and Extraordinary General Meetings" shall mean all meetings called in accordance with the Company's articles of association.

"Annual return" shall mean the annual financial reports required to be prepared pursuant to the Housing Corporation performance standards from time to time.

"Auditor" shall mean the auditor appointed by the Company from time to time.

"Board Meeting" shall mean all meetings of the full Board or any Sub-committee thereof of the Company.

"Committee of the Authority" shall include a Committee and all Sub-committees of the Council.

"Delivery Plan" shall mean the Delivery Plan agreed from time to time between the Company and the Housing Corporation for the purposes of carrying out any works to the Property.

"Housing Corporation Standards" shall mean the requirements made from time to time by the Housing Corporation for the Regulation and monitoring of the Financial and Management Performance of registered Social Landlords.

"Members and Directors" shall mean all those Members and Directors of the Company appointed in accordance with the Company's constitution.

"Policies" shall mean the Council's initiatives, policies, strategies, plans and protocols relating to social, environmental and economic well-being and to regeneration, social inclusion and housing strategy and any others referred to in the Schedule to this Agreement.

"Principal Agreement" shall mean the agreement of even date herewith and made between the Council (1) and the Company (2) any contract, deed or instrument entered into under or in connection therewith.

"Regulatory Visit" shall mean any inspection, whether formal or informal of the Company by the Housing Corporation, Audit Commission or other person or body nominated by the Housing Corporation or Audit Commission.

"RSL" shall mean a social landlord registered with The Housing Corporation under Section 3 of the Housing Act 1996 as amended.

- 1.2 Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations.
- 1.3 Reference to any statutory provisions or instruments shall be deemed to include reference to any such provisions or instruments as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations under such provisions.
- 1.3.1 Reference to any policy or strategy of the Council shall be deemed to include reference to such policies or strategies as from time to time amended, varied or replaced by the Council.
- 1.4 References to a Clause or Schedule shall be deemed to be references to a clause of or a schedule to this Agreement and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.
- 1.5 Words and expressions defined in the Principal Agreement have the same meanings in this Deed.
- 1.6 In this Agreement clause headings are included for ease of reference only and shall not affect this Agreement or the interpretation hereof.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The Council in its role as the strategic and enabling local authority for the Borough of Tower Hamlets recognises that the Company is an independent RSL operating in the Borough of Tower Hamlets, having taken over the ownership and management of some former council housing stock, and both the Company and the Council wish to create a lasting partnership and working relationship for the benefit of the people of Tower Hamlets as hereafter specified with a view to joint co-operation and participation in housing and social and community regeneration.
- 2.2 The purpose of this Agreement is to set out the principles as between the Council and the Company for a working relationship to achieve a consistent approach to *strategic working, programme delivery and standards*; and to provide a mechanism for the effective implementation of social housing and other programmes with the aim of promoting the social, economic and environmental well being of the people of Tower Hamlets. The working relationship will operate over a range of initiatives within the Council's sphere of influence.
- 2.3 The Council also wishes to monitor the financial viability of the Company and its delivery of services to former tenants of the Council and shall continue to do so as long as the Company gives security on housing stock or land transferred from the Council to it. The Company and the Council hereby agree that free flow of information will assist both parties in their aims and have set out the information which they believe should be provided between them in this Partnership Agreement.

2.4 This Agreement is not intended to create legally enforceable obligations, but the Council and the Company intend to work together in partnership having regard to the spirit of this Agreement and best practice in strategic working and programme delivery to work towards a prosperous, vibrant and civilised Borough. For the avoidance of doubt if there should be any conflict between the provisions of the Principal Agreement and this Partnership Agreement (including the Policies) the provisions of the Principal Agreement shall apply.

2.5 Nothing in this Agreement is intended to impose or imply any financial commitment on or on behalf of the Company or Council.

3. JOINT OBJECTIVES TOWARDS ACHIEVING THE COUNCIL'S POLICIES

3.1 The parties recognise the importance of strategic planning to meet the social environmental and economic needs of the Borough of Tower Hamlets for the future, and how the ownership of land can be used to *progress regeneration initiatives*.

3.2 The Company recognises the interdependence of good social housing and successful neighbourhood regeneration. It agrees that it will proactively engage with the Council, the Tower Hamlets Local Strategic Partnership and other relevant agencies with the aim of promoting social, economic and environmental wellbeing of the people of the Borough of Tower Hamlets, tackling social exclusion and supporting Community Development Initiatives whilst maximising the beneficial use of its assets and its business activity in support of the Council's and community development work where such work takes place in the vicinity of its housing assets. The Company will also endeavour to work in partnership with the Council, the police and other parties on crime and disorder initiatives.

3.3 The parties will work together to embrace strategic and operational, and long, medium and short term land use planning as well as the opportunities for the parties to deliver community development initiatives which will have a direct and tangible benefit for the Borough of Tower Hamlets, its residents and the tenants of the Company.

3.4 The Company hereby agrees to work in partnership with the Council through and with the Tower Hamlets Local Strategic Partnership and to fully support specific community development initiatives and Community Action Plans in wards of the Borough.

3.5 The Company hereby agrees to work in partnership with the Council and any of the Council's partners on poverty reduction strategies that may be introduced by the Council from time to time.

3.6 The Council hereby agrees with the Company that the Council in preparing its Housing Strategy will consult with and take into account the views of the Company. The parties jointly agree to work together in progressing regeneration or social housing schemes to ensure a co-ordinated approach to seeking any public funding.

3.7 The Council and the Company will work together to ensure that the tenants of the Company, their tenants' neighbours and those dealing with the Company have clear information about how to pursue a complaint and to ensure the procedures for dealing with such complaints are in line with best practice.

3.8 *The Council and the Company shall work together towards achieving the aims, objectives and themes of the Policies contained or referred to in the Tower Hamlets Community Strategy as the same may be amended from time to time following consultation between the parties hereto and other policies introduced by the Council following consultation.*

3.9 The Council has a duty of best value and must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The Company hereby agrees to work with the Council where appropriate so that the Council complies with this duty. The Company agrees to provide all necessary information and assistance to the Council to enable the Council to complete all necessary returns to the Communities for Local Government Department or submissions or responses in respect of inspections carried out by the Audit Commission or otherwise.

3.10 The Company agrees to cooperate with the Council during any best value review carried out by the Council in relation to any of the Council's functions that relate to the Property.

4. THE COMPANY WILL PROVIDE THE COUNCIL WITH THE FOLLOWING INFORMATION WITHIN THE TIMESCALES SET OUT HEREIN:-

4.1 Copies of all Annual returns prepared by the Company in compliance with the Housing Corporation Standards shall be sent to the Council within 10 Business Days of the submission of the said Annual returns to the Housing Corporation.

4.2 A copy of any report prepared by the Housing Corporation, Audit Commission, body and/or individual appointed by the Housing Corporation or Audit Commission as a result of a Regulatory Visit made for the purposes of inspecting the financial or managerial performance of the Company within 10 Business Days of receipt by the Company and the Company will use its reasonable endeavours to obtain any necessary consent for the release of such reports.

4.3 A copy of the Company's Annual Report and Accounts within 10 Business Days of their submission in accordance with part VII of the Companies Act 1985.

4.4 A copy of the statutory report of the Company appointed Auditor within 10 Business Days of such report being considered by a Meeting of the Board, Committee, General, Annual General or Extraordinary General Meeting of the Company or within 5 Business Days of its receipt if it is not to be so considered.

4.5 the Company shall inform the Council of any actual or potential conflict of interest arising out of its arrangements or proposed arrangements with a third party which may give rise to a reasonable likelihood of bias or a reasonable inference that there would be bias which might influence a decision by the Company in connection with its dealing with the Council, its Officers or Members.

5. INFORMATION THE COUNCIL WILL GIVE THE COMPANY AND USE OF INFORMATION PROVIDED

5.1 The Council will notify the Company of the relevant person to whom all copy reports, communications, accounts, Delivery Plans and other documentation shall be sent.

5.2 Any comments the Council has with regard to any such reports, communications, accounts, delivery, plans and documentation disclosed will be given as soon as practicable and in any event within 15 Business Days of receipt.

5.3 All reasonable information requested by the Company will be provided to assist in the preparation of such reports, communications, accounts, Delivery Plans, documents and the like.

5.4 the Company will be given 20 Business Days to respond to any request by the Council for additional information unless a shorter period is necessary. In the event

that a shorter period is necessary the Council shall specify the date by which the information is required and the reasons for abating the 20 day period.

- 5.5 All reports, communications, accounts, Delivery Plans, documentation and the like that are disclosed to the Council in accordance with this agreement are for the Council's own use only in relation to monitoring the activities of the Company in delivering promises set out in the Consultation Document and shall not make any information contained within the said reports, communications, accounts, Delivery Plans and documentation available to any third party without the express prior permission of the Company unless such documentation is by its very nature open to public inspection.
- 5.6 In the event that the Council reports any information contained within the accounts, reports, Delivery Plans, communications and documentation so disclosed to the Council's Executive or any Committee or Sub-Committee of the authority it shall inform the Company. The Company will be invited to comment on all such Executive, Committee or Sub-Committee reports and the Council shall inform the Company of the decisions taken by the said Executive, Committee or Sub-Committee in connection with any report presented in accordance with this clause. If the Executive or Committee Report is to be considered on the unrestricted part of the agenda information provided by the Company will only be relied upon in the preparation of the report or be appended to or form a background document with the express consent of the Company.
- 5.7 If the Council tends to have regard to any information disclosed to it in connection with any existing or proposed contractual arrangements between the Council and the Company the Council shall inform the Company and shall take any representations made by the Company into consideration prior to any formal decision by an officer, Executive, Cabinet Member, Committee or Sub-Committee of the Authority.
- 5.8 The Council will advise the Company of any potential development schemes for social housing and associated works on Council land immediately adjoining land transferred from the Council to the Company pursuant to the Principal Agreement.

6. CONFIDENTIALITY

For the avoidance of doubt, nothing in this Agreement shall be construed as including within the information to be passed over by one party to the other any information which is confidential to a third party or which would involve a breach of the Data Protection Act 1984 or the Data Protection Act 1998 unless that third party has expressly consented to the disclosure of that information to the other party.

7. NOTICES

Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of the Council to the Chief Executive at The Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG or in the case of the Company to the Chief Executive at 167A East India Dock Road, London E14 0EA or to such other addresses as either party may from time to time notify to the other in accordance with the provisions of this clause.

8. MORTGAGEE EXCLUSION

The provisions of this Agreement shall not bind the Security Trustee and/or any Beneficiary and/or any Finance Party or any mortgagee chargee or receiver or any

of their respective successors in title or a successor body of the Company acting through such receiver.

IN WITNESS whereof the parties hereto have executed this Agreement and delivered the same as a Deed the day and year first before written

THE COMMON SEAL of)
THE MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF TOWER)
HAMLETS was hereunto affixed)
by Order of OS Cabinet 06/06/07)
in the presence of:)

.....
Authorised Signatory

THE COMMON SEAL of)
POPLAR HOUSING AND REGENERATION)
COMMUNITY ASSOCIATION LIMITED)
was hereunto affixed)
in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory