

Thame Town Council

And

Thame Community Land Trust Limited

Partnership Agreement

Relating to a new affordable homes development

Terms of Partnership Agreement

A. Introduction

THIS AGREEMENT IS MADE on **2020**

BETWEEN

(a) Thame Town Council ("**the Council**") of Town Hall, Thame, Oxfordshire OX9 3DP

and

(b) Thame Community Land Trust Limited ("**the Trust**") of Town Hall, Thame, Oxfordshire OX9 3DP

Jointly referred to as ("**the parties**")

A. Vision/Purpose and Objectives of the Partnership

1. The parties wish to enter into an agreement in order to facilitate and deliver a new affordable housing development for the people of Thame ("**the Project**") which after delivery shall be operated by the Trust for the benefit of the community.
2. This Agreement sets out the roles and responsibilities of the parties, the objectives and specifications of the Project and how these will be achieved.

B. Objectives of the Parties

3. To assist with the delivery of the Project in order to provide thirty affordable dwellings for the benefit of the Community in Thame.
4. To identify and make available sufficient funding to deliver the Project.
5. To identify, agree and implement an appropriate management structure for the Project.

C. Running the Project

6. Partners' Roles/Duties/Responsibilities

The Council shall fulfil the following duties:

- a) Provide financial assistance by way of a £20,000 unsecured loan

- b) Consider further financial assistance to secure the development by way of a significant loan following consent to borrow from the Secretary of State (Ministry of Housing, Communities and Local Government)
- c) On receiving borrowing consent apply for a loan to provide capital assistance to the Trust.
- d) Submit all Planning Applications (acting as agent to the Trust) as may be required
- e) Undertake and fund a Public Consultation and promote the benefits and aims of it
- f) Receive funds and make payments related to the Project through the Trust's Bank Account (if required)
- g) If required to do so, to expeditiously execute any legal agreements and/or any required changes and meet the costs of doing so.
- h) Provide Officer support including administration of the Trust's accounts
- i) On completion of the Project to account to the Trust for any capital funds received by it in accordance with this Agreement

The Trust shall fulfil the following duties:

- a) Repay the Council any secured loan/s plus any interest made over to it in accordance with this Agreement subject to a repayment schedule
- b) Manage the overall build of the Project reporting back to the Council the Project's progress
- c) Minimise the work involved by the Council, which is mainly involved through the financial benefits to be accrued by the Trust
- d) Obtain additional funding for the Project through Homes England and grant making bodies and loans or mortgages and third-party developer partners as appropriate
- e) Enter a Building Contract/s for the construction of the Project in accordance with the schedule of works agreed to be carried out under the terms of any Building Contract and the tender evaluation
- f) Conform with all planning conditions, legal requirements or obligations
- g) Adopt an Anti-Bribery Policy and Equality Policy and shall ensure that appointed contractors conform to such policies (as far as practically possible)
- h) Provide the Council with relevant certificates following successful completion of the project
- i) Provide adequate insurance to cover its liabilities
- j) On completion of the Project to manage the development in accordance with the highest corporate governance standards

Collectively the Parties shall:

- a) Meet regularly to support the Project and report back on its progress
- b) Promote the Project at all times
- c) Publicly consult and gather views from residents and local businesses

7. Development Obligations

The following items are required to be agreed by the Parties and in place before the Building Contract can be executed and works under the Building Contract commence:

- a) All funding sources secured before the building contract commences
- b) Agree the Project budget and confirm there is a sufficient funding package to cover all costs identified in the Project Plan
- c) A contingency fund of at least 5% of the capital cost will be in place to cover unforeseen costs in connection with the build costs of the Project

8. Finance

- a) The Council may if requested or required manage the cashflow for the Project (where funds are allocated to it) through the Trust accounts and liaise with the relevant Trust Officer
- b) If the Council manage any payments these will be made in keeping with Procurement Regulations with all contractors to be agreed at no less than 31 days of receipt of a proper invoice and otherwise in accordance with the terms agreed with the Trust and the Council
- c) Invoices shall be made out to the Trust and processed through the Trust accounts
- d) All expenditure to be agreed by the Trust and communicated to the Council for processing where required
- e) The Council shall not be obliged to pay such invoices in the absence of any funds in the Trust's account relating to the Project
- f) Any surplus capital funds remaining in the Trust's account on completion of the Project and after all retentions have been paid shall be first used to repay the secured loan/s to the Council.
- g) Any residual capital funds remaining shall be invested into the Trust's activities

9. Liabilities and Insurance

- a) The Trust and Council shall undertake to ensure that all appropriate insurance, including third party insurance in respect of death or injury to any person or persons and/or damage to property is in place prior to commencement of the Project

10. Disputes

- a) In the event of any dispute or disagreement between the Parties they shall endeavour to resolve such disputes through discussion, if necessary, in the presence of an independent Chairman
- b) If such discussions do not resolve the dispute or disagreement the same shall be decided by a single arbitrator appointed in default of the agreement between the parties by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 whose decision shall be final and binding on both Parties
- c) The cost of such arbitration shall be divided equally between the Parties or in such proportions as the arbitrator may determine.

11. Law

This agreement shall be governed by and construed in accordance with English law

In Witness whereof this Partnership Agreement is executed by the duly authorised representative of the Council and the Trust

For and on behalf of the Council

Councillor:

Councillor:

Date:

For and on behalf of the Trust

Director:

Director:

Date: