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11.2 On one occasion within two years of the date a Qualifying Assessment is provided to DLUHC in accordance with Clause 11.1, DLUHC may audit the Qualifying Assessment. Such audit may check, among other things, that:

- (A) the Fire Safety Assessment assessor and/or FRAEW assessor that carried out the Qualifying Assessment is suitably experienced, qualified, independent and competent; and
- (B) the conclusions of the Qualifying Assessment are justified, taking into account all relevant factors as set out in the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works),

provided:

- (i) DLUHC gives 20 Business Days' written notice to the Participant Developer that it intends to audit the Qualifying Assessment; and
- (ii) such audit is undertaken by, or with input from, a suitably experienced, qualified, independent and competent fire risk assessor (in the case of a Fire Safety Assessment) or external wall assessor (in the case of a FRAEW),

(a **"Qualifying Assessment Audit"**).

11.3 If following a Qualifying Assessment Audit (but in any event not later than two years from the date a Qualifying Assessment is provided to DLUHC in accordance with Clause 11.1) DLUHC notifies the Participant Developer that it considers that the Qualifying Assessment provided to DLUHC in accordance with Clause 11.1 is not compliant with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works), these Self-Remediation Terms or the Contract and provides a reasonable explanation of its reasoning, the Participant Developer will as soon as reasonably practicable submit to DLUHC and the Responsible Entity a Qualifying Assessment that is compliant with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works), these Self-Remediation Terms and the Contract, save where the Qualifying Assessment Audit is the subject of a PD-DLUHC Dispute resolved in favour of the Participant Developer. Until a Qualifying Assessment that is compliant with such Standard is provided to DLUHC, the Participant Developer will be deemed not to have complied with Clause 11.1.

11.4 The Participant Developer will retain, for a minimum period of two years (or for the duration of the PD-DLUHC Dispute where the Qualifying Assessment Audit is the subject of a PD-DLUHC Dispute, whichever period is longer) after the date a Qualifying

Assessment is provided to DLUHC in accordance with Clause 11.1, all documentation that is required in order to enable DLUHC to carry out a Qualifying Assessment Audit. Promptly following a written request, the Participant Developer will give DLUHC access on reasonable terms to all documentation, and will instruct the Participant Developer's directors and employees to, and will ensure that each PD Group Company will, give promptly all information and explanations to DLUHC as DLUHC may request, in each case as is required in order to enable DLUHC to carry out the audit envisaged in this Clause 11.

11.5 The Responsible Entity will be able to rely on the Qualifying Assessment provided to it in accordance with Clause 11.1 and, if applicable, Clause 11.3.

11.6 Once, and only if:

(A) in the case of a Building Requiring Works for which a Qualifying Assessment is obtained:

(i) the period for DLUHC to complete the Qualifying Assessment Audit in accordance with Clause 11.3 in respect of that Building Requiring Works has expired (or a Qualifying Assessment Audit has been conducted and has found that such assessment is compliant with the Standard as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works); and

(ii) the Participant Developer has complied with and satisfied all relevant obligations under these Self-Remediation Terms and/or the Contract in respect of a Building Requiring Works, including Clauses 5, 6, 11.1, 11.3, 11.4, 12, 13 and 14 (as applicable);

(B) in the case of a Building Requiring Works to which Clause 7.1 applies, all Defects in relation to such Building other than Defects referred to in Clause 7.1:

(i) have been remediated in accordance with these Self-Remediation Terms and the Contract, and (A) of this sub-Clause applies to the Works in respect of those other Defects; or

(ii) are subject to a funding agreement or similar with the Responsible Entity which satisfies the conditions set out in Clause 7.2 or Clause 7.7(A) (as applicable);

(C) in the case of a Building Requiring Works to which Clause 7.2 or Clause 7.7(A) applies, the Participant Developer enters into a funding agreement or similar with the Responsible Entity which satisfies the conditions set out in Clause 7.2 or Clause 7.7(A) respectively;

(D) in the case of a Building to which Clause 7.3 applies:

- (i) no Outstanding Defects have been notified to the Participant Developer in respect of such Building within two years following: (a) practical completion of the Fund Works, or (b) if later, the date of the Contract; or
  - (ii) any Outstanding Defects:
    - (a) have been remediated in accordance with these Self-Remediation Terms and the Contract (and (A) of this sub-Clause applies to the Works in respect of those other Defects); or
    - (b) are subject to a funding agreement or similar with the Responsible Entity which satisfies the conditions set out in Clause 7.2 or Clause 7.7(A) (as applicable);
- (E) in the case of a Building Requiring Works to which Clause 7.6(A) applies:
- (i) the relevant settlement agreement or compromise covers (explicitly or implicitly) all Defects in respect of such Building; or
  - (ii) all Defects in relation to such Building other than Defects covered (explicitly or implicitly) by a relevant settlement agreement or compromise:
    - (a) have been remediated in accordance with these Self-Remediation Terms and the Contract, and (A) of this sub-Clause applies to the Works in respect of those other Defects; or
    - (b) are subject to a funding agreement or similar with the Responsible Entity which satisfies the conditions set out in Clause 7.2 or Clause 7.7(A) (as applicable),

the Participant Developer will be deemed to be discharged in full and will be released from its obligations under these Self-Remediation Terms and the Contract in respect of that Building Requiring Works (or, in the case of sub-Clause (D), Building) without any possibility of the obligations under these Self-Remediation Terms and the Contract repeating in future in respect of that Building Requiring Works (or, in the case of sub-Clause (D), Building), provided that this will be without prejudice to any liability under Clause 6.3(N) and to any rights, remedies, obligations or liabilities of DLUHC, the Participant Developer and/or any Third Party under any other agreement or at law which have arisen or may arise, and to any rights, remedies, obligations or liabilities of the Participant Developer and/or DLUHC in respect of these Self-Remediation Terms and/or the Contract that have accrued up to such date.

## **Transfer from, and/or reimbursement of, the Funds**

### **12. BSF and other Funds – Transfer**

#### Stage A

- 12.1 Subject to Clause 12.6, the Participant Developer agrees that it will accept any transfer to it of any Stage A Fund Building out of the relevant Fund for the purpose of carrying out and completing the Works, and will carry out and complete the Works in respect of that Stage A Fund Building in accordance with these Self-Remediation Terms and the Contract.
- 12.2 For Stage A Fund Buildings that are to be transferred out of the relevant Fund, the date a Stage A Fund Building is transferred out of the relevant Fund will be confirmed in writing to the Participant Developer by DLUHC, following which the Participant Developer will promptly confirm in writing to DLUHC the target dates for completing the Works in respect of that Stage A Fund Building and will also provide such information in subsequent Data Reports.
- 12.3 Prior to DLUHC notifying a Participant Developer of a transfer or proposed transfer of a Stage A Fund Building, a Participant Developer may itself request in writing to DLUHC that such Building is transferred out of the relevant Fund to the Participant Developer at such time as the Participant Developer requests, which DLUHC will consider (acting reasonably).
- 12.4 Subject to Clauses 7 and 18.8, the Participant Developer will, from the date a Stage A Fund Building is transferred to it:
- (A) carry out and complete the Works in respect of that Stage A Fund Building in accordance with these Self-Remediation Terms and the Contract to ensure, for the avoidance of doubt, that a Qualifying Assessment is obtained in respect of such Stage A Fund Building; and
  - (B) reimburse within 90 days of any demand for payment:
    - (i) subject to Clauses 13.17 to 13.25, to DLUHC any costs incurred, agreed or otherwise legally obliged to be paid by the relevant Fund (whether historical or otherwise), such costs to include amounts of pre-tender support provided to Responsible Entities by the relevant Fund;
    - (ii) subject to Clause 14.1, to the extent there is no duplication of costs paid under Clause 12.4(B)(i), to each Responsible Entity, all costs:
      - (a) properly incurred, agreed or otherwise legally obliged to be paid by the Responsible Entity; or
      - (b) reasonably charged by the Responsible Entity to its leaseholders (provided the Responsible Entity repays such reimbursed

amounts to the relevant leaseholders (or credits such amount to the leaseholder's service charge, as applicable) in accordance with Clause 6.3(E)),

in each case in connection with any works to which the relevant Fund relates, provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRf or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 12.4 for any amounts not relating to the remediation or mitigation of Defects.

- 12.5 The obligation set out in Clause 12.4(B) applies only to costs incurred, agreed or otherwise legally obliged to be paid up to the point the Stage A Fund Building is transferred to the Participant Developer in accordance with Clause 12.4.
- 12.6 In exceptional circumstances, the Participant Developer may request in writing to DLUHC that the Stage A Fund Building is not transferred out of the relevant Fund in accordance with Clause 12.1, which DLUHC will consider in its absolute discretion but will be under no obligation to accept any such request.
- 12.7 If a Stage A Fund Building is not transferred out of the relevant Fund to the Participant Developer in accordance with Clause 12.1 or 12.3, the Participant Developer will be liable to reimburse the relevant Fund in accordance with Clause 13 as if the relevant Stage A Building were a Stage D Fund Building.

#### Stage B

- 12.8 Subject to Clauses 12.11 and 12.14, the Participant Developer agrees that it will accept any transfer to it of any Stage B Fund Building out of the relevant Fund, and will carry out and complete the Works in respect of that Stage B Fund Building in accordance with these Self-Remediation Terms and the Contract.
- 12.9 For Stage B Fund Buildings that are to be transferred out of the relevant Fund, the date a Stage B Fund Building is transferred out of the relevant Fund will be confirmed in writing to the Participant Developer by DLUHC, following which the Participant Developer will promptly confirm in writing to DLUHC the target dates for completing the Works in respect of that Stage B Fund Building and will also provide such information in subsequent Data Reports.
- 12.10 Prior to DLUHC notifying a Participant Developer of a transfer or proposed transfer of a Stage B Fund Building, a Participant Developer may itself request in writing to DLUHC that such Building is transferred out of the relevant Fund to the Participant Developer at such time as the Participant Developer requests, which DLUHC will consider (acting reasonably).
- 12.11 A Stage B Fund Building will not be transferred to the Participant Developer in accordance with this Clause 12 unless the Participant Developer confirms in writing that the target dates for completing the Works are not later than the corresponding dates that would



apply to that Building should it not be transferred from the relevant Fund to the Participant Developer (or unless DLUHC otherwise consents to such transfer).

12.12 Subject to Clauses 7 and 18.8, the Participant Developer will, from the date a Stage B Fund Building is transferred to it:

- (A) carry out and complete the Works in respect of that Stage B Fund Building in accordance with these Self-Remediation Terms and the Contract to ensure, for the avoidance of doubt, that a Qualifying Assessment is obtained in respect of such Stage B Fund Building;
- (B) subject to Clause 6.5, ensure that the target dates for completing the Works in respect of that Building confirmed in writing to DLUHC in accordance with Clause 12.11 are not later than the corresponding dates that would apply to that Building should it not be transferred from the relevant Fund to the Participant Developer (unless the Responsible Entity consents to those dates not being met where (i) the Responsible Entity is not a PD Group Company of the Participant Developer or (ii) if the Responsible Entity is a PD Group Company of the Participant Developer, DLUHC also so consents); and
- (C) reimburse within 90 days of any demand for payment:
  - (i) subject to Clauses 13.17 to 13.25, to DLUHC any costs incurred, agreed or otherwise legally obliged to be paid by the relevant Fund (whether historical or otherwise), such costs to include amounts of pre-tender support provided to the Responsible Entities by the relevant Fund;
  - (ii) subject to Clause 14.1, to the extent there is no duplication of costs paid under Clause 12.12(C)(i), to each Responsible Entity, all costs:
    - (a) properly incurred, agreed or otherwise legally obliged to be paid by the Responsible Entity; or
    - (b) reasonably charged by the Responsible Entity to its leaseholders (provided the Responsible Entity repays such reimbursed amounts to the relevant leaseholders (or credits such amount to the leaseholder's service charge, as applicable) in accordance with Clause 6.3(E)),

in each case in connection with the works to which the relevant Fund relates, provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRf or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 12.12 for any amounts not relating to the remediation or mitigation of Defects.

12.13 The obligation set out in Clause 12.12(C) applies to costs incurred, agreed or otherwise legally obliged to be paid up to the point the Stage B Fund Building is transferred to the Participant Developer in accordance with Clause 12.8.

- 12.14 In exceptional circumstances, the Participant Developer may request in writing to DLUHC that the Stage B Fund Building is not transferred out of the relevant Fund in accordance with Clause 12.8, which DLUHC will consider in its absolute discretion but will be under no obligation to accept any such request.
- 12.15 If a Stage B Fund Building is not transferred out of the relevant Fund to the Participant Developer in accordance with Clause 12.8 or 12.10, the Participant Developer will be liable to reimburse the relevant Fund in accordance with Clause 13 as if the relevant Stage B Fund Building were a Stage D Fund Building.

Confirmation to Responsible Entities of a transfer

12.16 Promptly following:

- (A) a Stage A Fund Building being transferred to a Participant Developer in accordance with Clause 12.1 or 12.3; or
- (B) a Stage B Fund Building being transferred to a Participant Developer in accordance with Clause 12.8 or 12.10.

the Participant Developer will engage with the Responsible Entity in order to fulfil its obligations in accordance with this Clause 12; and DLUHC will write to the affected Responsible Entities to:

- (C) confirm that no further funding will be awarded to the Responsible Entity out of the relevant Fund (as the Participant Developer will be carrying out and completing the relevant Works instead);
- (D) request that the Responsible Entity should reach agreement with the Participant Developer and provide and procure all access so the Participant Developer may progress the Up-to-Date Fire Safety Assessment, Up-to-Date FRAEW, the Works and obtain the Qualifying Assessment in respect of such Building in accordance with these Self-Remediation Terms and the Contract; and
- (E) request that the Responsible Entity should share information with the relevant Participant Developer so the Participant Developer may progress the Works in respect of such Building in accordance with these Self-Remediation Terms and the Contract.

**13. BSF and other Funds – Reimbursement**

Stage C

- 13.1 Subject to Clause 13.2, Clauses 13.17 to 13.25 and Clause 18.8, the Participant Developer will, in respect of each of its Stage C Fund Buildings, within 90 days pay to DLUHC such amounts as are required to reimburse DLUHC for any and all funding that has already been paid from the relevant Fund, has been agreed to be paid from the

relevant Fund and/or which DLUHC is otherwise legally obliged to pay. For the avoidance of doubt, such amounts will include:

- (A) amounts of pre-tender support provided to Responsible Entities by the relevant Fund;
- (B) any proportion of the Maximum Sum stated in the relevant GFA executed by the Responsible Entity which has already been distributed or is to be distributed to the Responsible Entity;
- (C) cost overruns that have either been approved under the relevant Fund or (where a request for a cost overrun has not yet been presented to DLUHC or its delivery partners by the Responsible Entity) such additional amounts as may be granted; and
- (D) any amounts advanced to Responsible Entities by the relevant Fund and amounts provided on and/or after practical completion of the relevant works,

in each case in connection with the works to which the relevant Fund relates, provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRF or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 13.1 for any amounts not relating to the remediation or mitigation of Defects.

- 13.2 Without prejudice to Clause 13.5 and subject to Clause 13.3, a Participant Developer will not be required to make a payment in accordance with Clause 13.1 if it requests in writing to DLUHC (and DLUHC, acting reasonably, accepts such request) that the relevant Stage C Fund Building is transferred out of the relevant Fund to the Participant Developer, for the Participant Developer to carry out and complete the Works in respect of it.
- 13.3 A Stage C Fund Building will not be transferred to the Participant Developer in accordance with Clause 13.2 unless the Participant Developer confirms in writing to DLUHC that the target dates for commencing, carrying out and completing the Works are not later than the corresponding dates that would apply to that Building should it not be transferred from the relevant Fund to the Participant Developer (or unless DLUHC otherwise consents to such transfer).
- 13.4 Once the target dates have been confirmed in writing by the Participant Developer in accordance with Clause 13.3, the date a Stage C Fund Building is transferred out of the relevant Fund (if any) will be confirmed in writing to the Participant Developer by DLUHC. The Participant Developer will also provide the target dates in subsequent Data Reports.
- 13.5 Subject to a Participant Developer making a request to DLUHC in accordance with Clause 13.2 (and DLUHC accepting such request, and confirming the Stage C Fund Building is transferred in accordance with Clause 13.2) (and subject to also Clauses 7 and 18.8), the relevant Participant Developer will:
  - (A) carry out and complete the Works in respect of those Stage C Fund Buildings in accordance with these Self-Remediation Terms and the Contract to ensure, for

the avoidance of doubt, that a Qualifying Assessment is obtained in respect of such Stage C Fund Building;

- (B) ensure that the target dates for commencing, carrying out and completing the Works in respect of that Building confirmed in writing to DLUHC in accordance with Clause 13.4 are not later than the corresponding dates that would have applied to that Building had it not been transferred from the relevant Fund to the Participant Developer (including taking into account any postponement to target dates made pursuant to Clause 6.5) (unless the Responsible Entity consents to those dates not being met where (i) the Responsible Entity is not a PD Group Company of the Participant Developer or (ii) if the Responsible Entity is a PD Group Company of the Participant Developer, DLUHC also so consents); and
- (C) reimburse within 90 days of demand:
  - (i) subject to Clauses 13.17 to 13.25, to DLUHC any costs incurred, agreed or otherwise legally obliged to be paid by the relevant Fund; and
  - (ii) subject to Clause 14.1, to the extent there is no duplication of costs paid under Clause 13.5(C)(i) to the Responsible Entity any costs:
    - (a) properly incurred, agreed or otherwise legally obliged to be paid by the Responsible Entity; or
    - (b) reasonably charged by the Responsible Entity to its leaseholders (provided the Responsible Entity repays such reimbursed amounts to the relevant leaseholders (or credits such amount to the leaseholder's service charge, as applicable) in accordance with Clause 6.3(E)),

in each case in connection with any works to which the relevant Fund relates, provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRf or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 13.5 for any amounts not relating to the remediation or mitigation of Defects.

- 13.6 The obligation set out in Clause 13.5(C) applies only to costs incurred, agreed or otherwise legally obliged to be paid up to the point the Stage C Fund Building is transferred to the Participant Developer in accordance with Clause 13.2.

Confirmation to Responsible Entities of a transfer

- 13.7 Promptly following a Stage C Fund Building being transferred to a Participant Developer in accordance with Clause 13.2, the Participant Developer will engage with the Responsible Entity in order to fulfil its obligations in accordance with this Clause 13, and DLUHC will write to the relevant Responsible Entity (as appropriate) to:

- (A) confirm that no further funding will be awarded to the Responsible Entity out of the relevant Fund unless the Participant Developer fails to fulfil its obligations in accordance with this Clause 13 (as the Participant Developer will be carrying out and completing the relevant Works instead);
- (B) request that the Responsible Entity reach agreement with the Participant Developer and provide and procure all access so the Participant Developer may progress the Up-to-Date Fire Safety Assessment, Up-to-Date FRAEW, the Works and obtain a Qualifying Assessment in respect of such Building in accordance with these Self-Remediation Terms and the Contract; and
- (C) request that the Responsible Entity share information with the relevant Participant Developer so the Participant Developer may progress the Works in respect of such Building in accordance with these Self-Remediation Terms and the Contract.

#### Stage D

13.8 Subject to Clauses 13.17 to 13.25 and Clause 18.8, the Participant Developer will, in respect of each of its Stage D Fund Buildings, within 90 days of demand pay to DLUHC such amounts as are required to reimburse DLUHC for any and all funding that has already been paid from the relevant Fund, has been agreed to be paid from the relevant Fund and/or which DLUHC is otherwise legally obliged to pay. For the avoidance of doubt, such amounts will include:

- (A) all amounts of pre-tender support provided to Responsible Entities by the relevant Fund;
- (B) any proportion of the Maximum Sum stated in the relevant GFA executed by the Responsible Entity which has already been distributed or is to be distributed to the Responsible Entity;
- (C) any cost overruns that have either been approved under the relevant Fund or (where a request for a cost overrun has not yet been presented to DLUHC or their delivery partners by the Responsible Entity) such additional amounts as may be granted; and
- (D) any amounts advanced to Responsible Entities by the relevant Fund and amounts provided on and/or after practical completion of the relevant works,

in each case in connection with the works to which the relevant Fund relates, provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRf or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 13.8 for any amounts not relating to the remediation or mitigation of Defects.

#### Confirmation to Responsible Entities of a reimbursement

13.9 Promptly following confirmation to DLUHC by a Participant Developer that it will reimburse to DLUHC in accordance with this Clause 13 any and all funding paid from the relevant

Fund, agreed to be paid from the relevant Fund and/or which DLUHC is otherwise legally obliged to pay, DLUHC will inform the relevant Responsible Entity that:

- (A) the relevant Participant Developer will reimburse to DLUHC any and all funding paid from the relevant Fund, agreed to be paid from the relevant Fund and/or which DLUHC is otherwise legally obliged to pay in accordance with these Self-Remediation Terms and the Contract; and
- (B) their application to the relevant Fund will continue accordingly.

#### 13.10

- (A) All amounts required to be reimbursed to DLUHC by a Participant Developer in accordance with Clause 12, this Clause 13 or Clause 18 will be due and payable within 90 days of any demand for payment (subject to Clauses 13.17 to 13.25). Payment will be made by transfer of the relevant amounts to the bank account specified by DLUHC in writing from time to time.
- (B) Amounts paid to DLUHC in accordance with this Clause 13 will be used for the purpose of funding schemes to remediate and/or mitigate Defects, noting that DLUHC may use a Third Party administrator to hold and apply these funds on its behalf. For the avoidance of doubt, DLUHC will be responsible for any loss or mal-administration of such funds by such Third Party administrator.

13.11 DLUHC will take all reasonable steps to transfer Fund Buildings to Participant Developers for the purpose of carrying out Works where this is provided for in Clause 12 and this Clause 13 as soon as reasonably practicable and so as to not put the Participant Developer in breach or in potential breach of any of its obligations under these Self-Remediation Terms and/or the Contract. Where there is a delay in DLUHC transferring a Fund Building to the Participant Developer for the purpose of carrying out and completing Works in accordance with Clause 12 and this Clause 13, the Participant Developer will be entitled to delay the carrying out and completion of Works by a commensurate amount of time.

13.12 In addition to the requirements set out at Clause 9, the Participant Developer will submit to DLUHC on a monthly basis an update in respect of commencing, carrying out and completing the Works that apply to Fund Buildings that are transferred to Participant Developers in accordance with Clause 12 and this Clause 13.

13.13 In relation to Stage C Fund Buildings (which have not been transferred to Participant Developers in accordance with this Clause 13) and Stage D Fund Buildings only, DLUHC will as soon as reasonably practicable provide the Participant Developer with notice of any cost overruns upon becoming aware of them and as to any cost overruns that the relevant Fund has approved and which the Participant Developer is to reimburse in accordance with this Clause 13. For the avoidance of doubt, DLUHC will retain full control, oversight and discretion with regard to approving any such cost overruns.

- 13.14 DLUHC confirms that under the terms of the Funds, applicants (including Responsible Entities) are required to reimburse funds that are unused or no longer required. Subject to the Participant Developer complying with its relevant obligations in accordance with these Self-Remediation Terms and the Contract, DLUHC acknowledges and confirms that any reimbursed amount, and any other related amount DLUHC may receive (for example, in relation to a warranty claim or under any contracts of insurance) from any person other than the Participant Developer will be:
- (A) reimbursed to the Participant Developer and/or deducted from any sums due and owing by the Participant Developer under Clause 12 and this Clause 13; or
  - (B) where there are no sums due and payable by the Participant Developer or where such sums due and payable by the Participant Developer are less than the sums recoverable from the Responsible Entity under this Clause 13.14, such additional sums will be repaid to the Participant Developer within 30 Business Days following receipt of the refund by the relevant Fund.
- 13.15 The Participant Developer will not be liable to DLUHC in respect of any reimbursements under Clauses 12, 13 or 18 for any indirect, consequential, contingent or prospective costs or losses, loss of use or enjoyment, economic or financial loss (including loss of profit, business interruption, loss of contracts or other losses of a similar nature) or loss of business, in each case incurred or suffered by DLUHC (except as expressly provided for in these Self-Remediation Terms and/or the Contract).
- 13.16 Notwithstanding any other provision in this Clause 13, DLUHC will retain full control, oversight and discretion with regard to the operation of the Funds and funding of Buildings in the Funds, in accordance with the rules applicable to the relevant Funds.

Process to query reimbursement amounts

- 13.17 In respect of any amount to be reimbursed by the Participant Developer to DLUHC under Clause 12 and this Clause 13, DLUHC will, together with any demand for payment, provide the Participant Developer with:
- (A) any funding agreement and/or funding award letter in relation to the relevant amount (subject to any confidentiality agreements and Applicable Law);
  - (B) a written confirmation from a senior official of DLUHC certifying that the relevant amount has been paid, has been agreed to be paid or is otherwise legally obliged to be paid by DLUHC in accordance with this Clause 13; and
  - (C) a statement of account and accompanying pricing schedule in respect of such amount, or equivalent documentation detailing the expenditures comprising such amount (the “**Reimbursement Statement**”),

and no amounts will be payable by a Participant Developer unless and until DLUHC has provided such confirmation and Reimbursement Statement in respect of such amounts.

13.18 The Participant Developer may, within 60 days of receiving any Reimbursement Statement, notify DLUHC in writing if it asserts that any amount contained therein is material and should not have been included in that demand. Such assertions may be made solely on one or more of the following grounds:

- (A) its inclusion was the result of calculation error in preparing the Reimbursement Statement;
- (B) it was manifestly ineligible for funding according to the rules of the relevant Fund; or
- (C) it had been paid or reimbursed (or become legally payable or reimbursable) to a Responsible Entity as a result of fraud,

in each case specifying the relevant amount(s) providing reasonable grounds and/or evidence to DLUHC supporting such assertion. Following such notification, the Participant Developer's obligation to pay any such amount is suspended, but without prejudice to the Participant Developer's obligation to pay any undisputed amount comprised within an overall amount being challenged or within the relevant demand for payment and Reimbursement Statement.

13.19 Following receipt of a notice from the Participant Developer under Clause 13.18, DLUHC may, in its sole discretion, use its powers in respect of the relevant Fund(s) to:

- (A) make reasonable enquiries in respect of the relevant amount(s) specified by the Participant Developer in order to determine whether the assertions set out in the notice are substantiated; and/or
- (B) recover any relevant amount(s) from the relevant Responsible Entity where such amount has already been paid by DLUHC; or
- (C) where such payment has not yet been paid by DLUHC, require the Responsible Entity to remove such payment from its request for reimbursement.

13.20 DLUHC will provide the Participant Developer with regular updates throughout its enquiries made in accordance with Clause 13.19 and inform the Participant Developer in writing immediately once a decision has been made by DLUHC, setting out its reasons for its decision. Prior to DLUHC making its decision, the Participant Developer may make representations to DLUHC in respect of the relevant amount(s).

13.21 Where DLUHC agrees that any assertion set out in the notice from the Participant Developer in accordance with Clause 13.18 is substantiated, the relevant amount(s) will immediately cease to be payable by the Participant Developer to such extent.

13.22 Where DLUHC decides that the assertions set out in the notice are not substantiated, and subject to any Payment Plan established pursuant to Clause 19, the relevant amount(s) will become due and payable as if no notice under Clause 13.18 had been given, and if the original due date(s) in respect of those amount(s) have passed, such amounts will



become due and payable as of, and in any event within 60 days from, the date of such DLUHC decision.

13.23 Any dispute between the Participant Developer and DLUHC in respect of DLUHC's decision in Clause 13.22 may constitute a PD-DLUHC Dispute, but the existence of such a PD-DLUHC Dispute will be without prejudice to the Participant Developer's obligation to pay the relevant amounts to DLUHC to reimburse DLUHC in accordance with Clause 13.22 within the timeframe referred to therein but such reimbursement is without prejudice to the PD-DLUHC Dispute in relation to the relevant amount.

13.24 For the avoidance of doubt:

- (A) any amount(s) specified in the Reimbursement Statement which are not the subject of a notice given in accordance with Clause 13.18; and
- (B) undisputed amounts comprised within an overall amount which is the subject of a notice given in accordance with Clause 13.18,

will remain due and payable within 90 days following the date of the original demand given in accordance with Clause 13.17, subject to any Payment Plan established pursuant to Clause 19.

13.25 The Participant Developer may reasonably request further documentation where this is required to support its claims against third parties, including contractors, consultants, insurance and/or warranty providers pursuant to Clause 6.2. DLUHC agrees to use reasonable endeavours to provide any such documentation (to the extent such documentation is within its possession or control or the possession or control of its agents) within a reasonable period following any such request, provided that such request is accompanied by evidence demonstrating that the relevant documentation is required in relation to such claims and will be used solely for that purpose.

#### **14. Costs of a Responsible Entity – Fund transfer and/or reimbursement**

14.1 In addition to the Participant Developer's reimbursement obligations set out at Clauses 12.4(B)(ii), 12.12(C)(ii) and 13.5(C)(ii), the Participant Developer will reimburse to each Responsible Entity all reasonable and properly incurred costs and expenses which a Responsible Entity may incur in connection with the carrying into effect of the Participant Developer's obligations in accordance with Clauses 12 and 13 provided that the Participant Developer will not be liable under this Clause 14.1 and Clauses 12.4(B)(ii), 12.12(C)(ii) and 13.5(C)(ii) for any:

- (A) costs incurred as a result of, or arising out of or in connection with, the negligence, fraud, wilful default, bad faith, delay of and/or lack of cooperation or assistance reasonably required from any Third Party or Responsible Entity (where it is not a PD Group Company of the Participant Developer) (or any employees, agents, representatives or similar acting for and on behalf of such Responsible Entity) provided that the Participant Developer has used all reasonable endeavours to obtain such cooperation or assistance, or any breach of the Works Contract by

the Responsible Entity (where it is not a PD Group Company of the Participant Developer) (or any employees, agents, representatives or similar acting for and on behalf of such Responsible Entity); or

- (B) indirect, consequential, contingent or prospective costs or losses, loss of use or enjoyment, economic or financial loss (including loss of profit, business interruption, loss of contracts or other losses of a similar nature) or loss of business incurred or suffered by any Responsible Entity (except in any such case as expressly provided for in these Self-Remediation Terms and/or the Contract).

## **15. Participant Developer Feedback and Third Party Feedback**

15.1 The Participant Developer will share with DLUHC:

- (A) details of best practice;
- (B) learning or guidance notes or similar;
- (C) any issues it may have encountered; and
- (D) any other information reasonably requested by DLUHC,

in each case in relation to the performance of its obligations under these Self-Remediation Terms, the Contract, its Works and the Standard ("**Participant Developer Feedback**"), as DLUHC may reasonably request from time to time, provided such Participant Developer Feedback may be provided through roundtables, forum, consultation or similar with DLUHC, or in such appropriate medium as DLUHC and the Participant Developers may from time to time agree each acting reasonably, provided that DLUHC will circulate Participant Developer feedback to Third Parties on an anonymised basis (which does not enable the identification of particular Participant Developers or Buildings) if requested to do so by the relevant Participant Developer.

15.2 DLUHC reserves the right to request from any relevant Third Party, and the Participant Developers acknowledge that each Third Party will be able to share with DLUHC, feedback in relation to the relevant Participant Developer's Works or any action or omission of that Participant Developer in the performance of its obligations under these Self-Remediation Terms and the Contract ("**Third Party Feedback**").

15.3 DLUHC may from time to time issue Guidance to any or all Participant Developers that takes into account, as DLUHC, acting reasonably, sees fit, Participant Developer Feedback and Third Party Feedback. The Participant Developer will have regard to any such Guidance.

## **16. Dispute Resolution between the Participant Developer and Third Parties**

16.1 In the event of a dispute or claim between a Participant Developer and any Third Party in relation to any element of that Participant Developer's Works or any other action or omission of that Participant Developer in the performance of its obligations in accordance

with these Self-Remediation Terms and/or the Contract (a “**Third Party Dispute**”), the Participant Developer will use all reasonable endeavours to resolve the Third Party Dispute fairly and as expeditiously as possible.

- 16.2 In the case of a Third Party Dispute between a Participant Developer and a Responsible Entity prior to entry into any given Works Contract in accordance with Clause 6.3, the Participant Developer will, in addition to its obligations under Clauses 16.1 and 16.3, act co-operatively and proactively to facilitate the resolution of the Third Party Dispute (including by suggesting that the Third Party Dispute is referred to senior representatives of the Participant Developer and the Responsible Entity such that they attempt to resolve the Third Party Dispute through good faith negotiation within 10 Business Days (or such longer time period as may be appropriate given the nature of the Third Party Dispute) and/or by suggesting such other alternative dispute resolution mechanism as may be appropriate given the nature of the Third Party Dispute).
- 16.3 DLUHC may, where the existence of a contractual mechanism between the Participant Developer and relevant Third Party to resolve such Third Party Dispute does not already exist, facilitate the adoption of a dispute resolution process (the “**Dispute Resolution Process**”) to assist with the resolution of any Third Party Dispute, including by the issuing of guidance, statements, directions, recommendations or similar (each a “**Dispute Recommendation**”), or otherwise. Any such Dispute Resolution Process, if adopted, will be implemented following good faith consultation with the Participant Developer, and be modelled upon best practice and principles of fairness, independence, neutrality, proportionality, accountability, competence and effectiveness.
- 16.4 The Participant Developer agrees that it will participate in and/or cooperate with any such Dispute Resolution Process as required. The use of the Dispute Resolution Process to assist with a Third Party Dispute will be without prejudice to the rights and obligations of the relevant parties under any Works Contract or any other agreements which gives rise to or contains provisions relevant to the resolution of such dispute.

## 17. **Dispute Resolution between Participant Developers and DLUHC**

If any dispute or claim between the Parties arises out of, under or in connection with these Self-Remediation Terms and/or the Contract, its subject matter or formation (including in respect of non-contractual disputes or claims) (a “**PD-DLUHC Dispute**”) it will first be referred to the representatives of the relevant Parties who will attempt to resolve the PD-DLUHC Dispute through good faith negotiation within 10 Business Days.

## 18. **Participant Developers and counterparties**

- 18.1 Where the Participant Developer (or another PD Group Company) entered into a joint venture agreement (including, among other structures, both incorporated and unincorporated joint venture arrangements) or similar (“**JV Arrangement**”) with one or more other parties (each, a “**JV Partner**”) in relation to the Original Works of a Building Requiring Works, then (subject to Clauses 18.2 and 18.9) such Participant Developer will comply with the obligations under the Contract and these Self-Remediation Terms, including carrying out and completing the Works in relation to the relevant Building(s)

Requiring Works in accordance with Clause 6.1 (including following a withdrawal of such Building(s) Requiring Works from a Fund).

18.2 Where the Participant Developer has provided DLUHC with an opinion from an independent and reputable law or accountancy practice addressed to DLUHC on a reliance basis that it (or the relevant PD Group Company), together with any other PD Group Companies, was (or were) entitled to less than 50% of the Economic Return arising under the JV Arrangement (its proportionate entitlement being the “**Relevant Share**”) as at the Original Completion Date, then (subject to Clause 18.3) the Participant Developer will:

(A) use all reasonable endeavours to recover sums in respect of the costs of the relevant Works which are proportionate to each JV Partner’s share of the Economic Return (each a “**Partner’s Share**”) under the JV Arrangement from such JV Partner and if it succeeds in recovering the entirety of the Partner’s Share from the/all JV Partner(s), will carry out and complete, procure or fund the Works in relation to the relevant Building(s) Requiring Works in accordance with Clause 6.1 and obtain a Qualifying Assessment in accordance with Clause 6.7; and

(B) in the event that, having used all reasonable endeavours, it is unable to recover each and every Partner’s Share of such costs from the JV Partner(s) within six months of the later of (1) the date of the Contract and (2) the date on which the Participant Developer identifies a relevant Building Requiring Works pursuant to a Data Report provided in accordance with Clause 9 as being subject to a JV Arrangement:

(i) in respect of the remediation and/or mitigation of Defects in relation to the Building Requiring Works, where such remediation and/or mitigation is eligible for a Fund:

(a) inform the relevant Responsible Entity that the Participant Developer will not be undertaking such remediation and/or mitigation works and that the Responsible Entity may apply to a Fund in relation to such remediation and/or mitigation; and

(b) reimburse to DLUHC within 90 days of a demand from DLUHC the Relevant Share of amounts paid by the Fund for such works (plus any amounts recovered from any JV Partner in accordance with Clause (A)), and such reimbursement will discharge the Participant Developer’s obligations under Clauses 6.1 and 6.7 in respect of the Defects which are the subject of such works provided that in respect of a Fund other than the BSF, the PSCRF, the SSCRF or the Cladding Safety Scheme, a Participant Developer will not be liable to reimburse such Fund under this Clause 18.2(B)(i)(b) for any amounts not relating to the remediation or mitigation of Defects; or

- (c) if the Participant Developer so requests and DLUHC in its sole discretion so agrees, carry out and complete the Works referred to in (a) in accordance with Clause 6.1, subject to DLUHC paying to such Participant Developer each and every Partner's Share of the costs of such Works (less any amounts recovered from the JV Partner(s) in accordance with Clause (A)); and
- (ii) in respect of the remediation and/or mitigation of Defects in relation to the Building Requiring Works which are not eligible for a Fund (and notwithstanding the terms of (i) of this sub-Clause), carry out and complete the Works relating to the relevant Defects in accordance with Clause 6.1 (including following a withdrawal of the relevant Building from a Fund),

and the Participant Developer will cooperate in good faith with DLUHC and the Responsible Entity to ensure that, where a Building is subject to both works for which a Fund is responsible and Works to be carried out by the Participant Developer, such works are carried out in an efficient manner,

provided that the provisions of this Clause 18.2 will be without prejudice (unless expressly stated) to the Participant Developer's other obligations and liabilities under these Self-Remediation Terms and/or the Contract in respect of the relevant Building(s).

### 18.3

- (A) Subject to Clause 32, upon DLUHC's request (acting reasonably), the Participant Developer will provide to DLUHC copies of any joint venture arrangements, development agreements, profit sharing arrangements or similar supporting the opinion provided pursuant to Clause 18.2.
- (B) If it is established at any time after the opinion is provided that such opinion contained an error in respect of the size of the Relevant Share and/or Partner's Share, the Participant Developer's obligations under this Clause 18 will be determined as if the opinion had contained the correct information in respect of the size of the Relevant Share and/or each Partner's Share (provided that if at such time, works are being carried out or a contract for such works entered into under Clause 18.2(B)(i)(a), the Participant Developer's obligation in respect of such works will be to reimburse DLUHC).

18.4 The Participant Developer will provide reasonable assistance to DLUHC in order to facilitate JV Partners signing the Contract, including by providing information in relation to the JV Arrangement and relevant Buildings.

18.5 If a Participant Developer, which was or is party to a JV Arrangement, becomes subject to these Self-Remediation Terms and the Contract where another JV Partner in relation to such JV Arrangement is or has been subject to Clause 18.2(B)(i), the Participant Developer will reimburse DLUHC for its Relevant Share of the costs of the remediation

and/or mitigation works referred to in such Clause (taking into account any amounts already recovered by such JV Partner in accordance with Clause 18.2(A)).

18.6 Where two or more parties to a JV Arrangement are Participant Developers:

- (A) notwithstanding any other provision in this Clause 18, such Participant Developers will bear costs:
  - (i) under Clause 18.2(B)(i), in proportions equivalent to their respective Relevant Shares; and
  - (ii) under Clauses 18.1 or 18.2(B)(ii), such that the ratio between the costs borne by each such Participant Developer will be equivalent to the ratio between the respective entitlements of those Participant Developers to the Economic Return arising under the JV Arrangement,

and for the purposes of this Clause 18.6, amounts reimbursed to DLUHC by a Participant Developer under Clause 18.5 will constitute costs 'borne' by such Participant Developer;

- (B) such Participant Developers will each cooperate with DLUHC and each other in respect of this Clause 18, and DLUHC may deal with one and/or both such Participant Developers in relation to the relevant Building Requiring Works;
- (C) those Participant Developers will negotiate and agree in good faith with each other and DLUHC as to which one of them will carry out and complete the Works in accordance with Clauses 18.1 and/or 18.2, and should such agreement not be reached within 60 days of the later of (1) the date of the Contract entered into by the last such Participant Developer and (2) the date DLUHC is first informed by a Participant Developer pursuant to a Data Report provided in accordance with Clause 9 that a relevant Building is subject to a JV Arrangement, DLUHC may determine which Participant Developer will carry out and complete the Works; and
- (D) any disputes between the Participant Developers will be deemed to be Third Party Disputes and Clause 16 will apply.

18.7 Nothing in these Self-Remediation Terms and/or the Contract will be taken to prevent a Participant Developer from seeking a contribution under the Civil Liability (Contribution) Act 1978 or otherwise from any Third Party in relation to the cost of carrying out the Works and remediating and/or mitigating any Defects under and in accordance with these Self-Remediation Terms and/or the Contract.

18.8 Any Participant Developer to which Clause 18.2 applies will only be liable, in respect of its obligations to reimburse any amount to any Fund or Responsible Entity under Clauses 12 and 13, to the extent of its Relevant Share in respect of such amount.

18.9 The Participant Developer (or other PD Group Company) will not have any obligations in accordance with this Clause 18 in respect of a JV Arrangement where its entire interest in that JV Arrangement:

(A) was sold to a person other than a PD Group Company prior to 5 April 2022; and

(B) has not been re-acquired by a PD Group Company since,

provided that:

(i) for the avoidance of doubt, the Participant Developer (or other PD Group Company) will remain subject to the obligations of this Clause 18 in respect of a JV Arrangement where (A) and (B) of this sub-Clause do not apply and the JV Arrangement has been Wound Up or is dormant in any jurisdiction; and

(ii) the provisions of this Clause 18.9 will be without prejudice (unless expressly stated) to the Participant Developer's other obligations and liabilities under these Self-Remediation Terms and/or the Contract in respect of the relevant Building(s).

## 19. Payment Plans

19.1 The Participant Developer may request in writing to DLUHC the establishment of a payment plan in respect of any amount(s) under the Contract and these Self-Remediation Terms payable or to be reimbursed at any time by the Participant Developer to DLUHC, any such payment plan entered into between the Participant Developer and DLUHC being a "**Payment Plan**".

19.2 DLUHC will consider any request submitted in accordance with Clause 19.1 and may agree that the relevant amount(s) should be subject to a Payment Plan on such terms as may be agreed between them. In considering whether or not to agree to a Payment Plan and in determining the terms thereof, DLUHC will take into account:

(A) any relevant criteria governing eligibility in respect of Payment Plans; and

(B) the objectives of the Contract and these Self-Remediation Terms from time to time as well as DLUHC's wider objectives.

19.3 If DLUHC does not agree to establish a Payment Plan in respect of any relevant amount(s) in accordance with Clause 19.2, the Participant Developer will remain liable to pay such relevant amount(s), or (if the original due date(s) in respect of those amount(s) have passed) within 90 days of any decision by DLUHC not to proceed with a Payment Plan in respect of such amount(s).

## **20. Claims between PD Group Companies and Third Parties**

- 20.1 Nothing in these Self-Remediation Terms or the Contract is to be construed as an admission of liability on the part of any PD Group Company in respect of obligations that may be owed by it or any other PD Group Company to Third Parties or any other person.
- 20.2 Nothing in these Self-Remediation Terms (including Clause 11.6) or the Contract will affect or prejudice any claim or demand that any Third Party or a Responsible Entity under a Works Contract may have against a Participant Developer or other PD Group Company or that which any Participant Developer or other PD Group Company may have against a Third Party.
- 20.3 All civil claims (including under contracts of insurance or warranties and against contractors) available to PD Group Companies, Responsible Entities, leaseholders, residents, other users, managing agents and/or residents' management companies remain capable of assertion to their fullest possible extent.
- 20.4 To the extent that a PD Group Company that is not the Participant Developer played a relevant role in the Original Works, any obligation on the Participant Developer in respect of such Building under these Self-Remediation Terms and/or the Contract and any reference to the Participant Developer doing or being obliged to do any act in respect of such Building under these Self-Remediation Terms and/or the Contract, will also comprise an equivalent obligation on the relevant PD Group Company and accordingly an undertaking by the Participant Developer to procure that the relevant PD Group Company undertakes such obligation or carries out such act.
- 20.5 Notwithstanding any other provision in these Self-Remediation Terms and/or the Contract, the Participant Developer will not be liable by virtue of these Self-Remediation Terms and/or the Contract to any Responsible Entity or any Interested Party (including, for the avoidance of doubt, in relation to reimbursement of Responsible Entities under Clauses 12.4(B)(ii), 12.12(C)(ii), 13.5(C)(ii) and 14.1) for any indirect, consequential, contingent or prospective costs or losses, loss of use or enjoyment, economic or financial loss (including loss of profit, business interruption, loss of contracts or other losses of a similar nature) or loss of business incurred or suffered (except in any such case as expressly provided for in these Self-Remediation Terms and/or the Contract).

## **21. Liability to certain Third Parties**

- 21.1 Subject to Clauses 7, 18 and 35.3, and save where the Participant Developer enters into a funding agreement or similar with the Responsible Entity in accordance with Clause 6.1(iii) where the conditions in Clause 7.2 are satisfied in respect of such funding agreement or similar, to the extent not already recoverable under the Works Contract referred to at Clause 6.3, the Participant Developer is liable to each Third Party with a freehold or leasehold interest in the Building or any part of the Building (each, an "**Interested Party**"), for the reasonable costs directly arising from the matters described in Clauses 6.1(A) to 6.1(G) (inclusive) or as otherwise provided for in these Self-Remediation Terms and/or the Contract, to the extent that such costs are properly incurred or suffered by the Interested Party as a result of any default by that Participant



Developer in the performance of any of its obligations under these Self-Remediation Terms and/or the Contract, provided that the Participant Developer will not be liable for any:

- (A) costs incurred as a result of, or arising out of or in connection with, the negligence, breach of contract, breach of statutory duty, fraud, wilful default, bad faith, delay of and/or lack of cooperation or assistance reasonably required from any Interested Party or Responsible Entity or any person for whom such Interested Party or Responsible Entity is responsible (where such Interested Party or Responsible Entity is not a PD Group Company of the Participant Developer and where the Participant Developer has used all reasonable endeavours to obtain such cooperation or assistance) or any breach of a Works Contract by the Responsible Entity (which is not a PD Group Company of the Participant Developer); or
- (B) indirect, consequential, contingent or prospective costs or losses, loss of use or enjoyment, economic or financial loss (including loss of profit, business interruption, loss of contracts or other losses of a similar nature) or loss of business incurred or suffered by any Interested Party, except in any such case as expressly provided for in these Self-Remediation Terms and/or the Contract.

21.2 Nothing in this Clause 21 will affect or prejudice any claim or demand that any person other than the relevant Interested Party (including a Responsible Entity under a Works Contract) may have against the relevant Participant Developer or a PD Group Company thereof.

## **22. Payment**

22.1 If, pursuant to these Self-Remediation Terms and/or the Contract, the Participant Developer (or any member of its group for VAT purposes) makes a supply for VAT purposes and the relevant Participant Developer (or any member of its group for VAT purposes) is required to account to a Tax Authority for VAT in respect of that supply, the relevant Participant Developer (or a member of its group for VAT purposes) will account to such Tax Authority for such VAT, and DLUHC will not be required to pay to the relevant Participant Developer an amount equal to or in respect of that VAT.

22.2 All payments made pursuant to these Self-Remediation Terms, the Contract and/or any Payment Plan by a Participant Developer will be made free of any deduction, set-off or withholding of any kind other than any deduction or withholding required by law.

22.3 If a Participant Developer makes a deduction or withholding required by law from a payment made pursuant to these Self-Remediation Terms, the Contract and/or any Payment Plan, the sum due from the relevant Participant Developer will be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the recipient of the payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

## **23. Interest**

Subject to the terms of any Payment Plan, any Participant Developer which fails to pay any sum payable by it under these Self-Remediation Terms and/or the Contract to DLUHC on the due date for payment will pay interest on that sum for the period from and including that date up to the date of actual payment at the rate of four per cent. per annum above the Bank of England base rate from time to time, such interest to accrue from day to day and be compounded annually.

## **24. Breach and termination**

### **24.1 If:**

- (A) a Participant Developer is in material breach of the terms of these Self-Remediation Terms, the Contract or a Payment Plan (a material breach will include a persistent breach, being a breach that continues or is repeated on one occasion or more after DLUHC has provided notice to a Participant Developer that it considers such breach to be persistent in accordance with (B) of this Clause); and
- (B) DLUHC has given the Participant Developer prior written notice setting out the breach(es) in reasonable detail; and
- (C) the breach(es) is/are not capable of remedy or, in the case of breach(es) which is/are capable of remedy only, the notice given in accordance with (B) of this Clause gives the Participant Developer a reasonable (and not less than 15 Business Days) opportunity to remedy the breach(es) or implement a plan to remedy such breach(es) to which DLUHC has agreed in writing, and such breach(es) have not been remedied by the Participant Developer within the time period specified in the notice,

then DLUHC may, subject to compliance with Clause 17:

- (D) (in the case of breach(es) which is/are capable of remedy only) extend the time period afforded to the Participant Developer to remedy such breach(es);
- (E) pursue any of the remedies available to DLUHC at law for such material breach, including those remedies referred to within Clause 31.5; and/or
- (F) terminate the Contract with immediate effect on written notice to the Participant Developer,

provided that DLUHC will not consider (A) of this Clause applies to the extent that such breach is materially caused or contributed to by:

- (i) a breach by DLUHC of any of its obligations under these Self-Remediation Terms, the Contract or any Payment Plan(s); and/or

- (ii) the failure by the relevant Responsible Entity (where it is not a PD Group Company of the Participant Developer) to:
  - (a) provide access to the Building or relevant parts thereof reasonably necessary and/or required by the Participant Developer to scope, carry out and complete the Works and/or obtain a Qualifying Assessment; or
  - (b) procure Up-to-Date Fire Safety Assessments or Up-to-Date FRAEWs (but only to the extent that the Participant Developer is not allowed to carry out the Up-to-Date Fire Safety Assessments or Up-to-Date FRAEWs itself),

provided that in each case the Participant Developer has complied with its obligations in accordance with Clause 7.4.

24.2 DLUHC may take the following into account in considering whether Clause 24.1 applies:

- (A) any failure to commence and complete the Works in respect of each relevant Building Requiring Works in accordance with these Self-Remediation Terms and/or the Contract;
- (B) any failure to reimburse any amounts to DLUHC or any other person in accordance with or as contemplated by these Self-Remediation Terms, the Contract and/or any Payment Plan; and/or
- (C) if any of the confirmations or formal attestations provided by a Participant Developer in accordance with these Self-Remediation Terms or under the Contract are not complete, true and accurate in all respects or are misleading in any material respect.

24.3 If DLUHC terminates the Contract in accordance with this Clause 24, it will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

## **25. DLUHC's power to assign, novate and delegate**

DLUHC may, at its discretion, from time to time assign or novate its rights and/or obligations under the Contract, in full or in part, to any statutory successor body or any governmental body, authority, agency or department, or other emanation of the state, and/or to nominate any other such body to perform DLUHC's obligations or exercise its rights under the Contract in full or in part, or withdraw any such nomination.

## **26. Variation**

26.1 Subject to Clause 26.2, DLUHC may (acting reasonably) amend these Self-Remediation Terms from time to time, on providing not less than 10 Business Days' prior written notice

to the Participant Developer and provided always that that any such variation will only be effective if it:

- (A) is of an administrative, formal, minor or technical nature or which is made to correct a manifest error; or
- (B) does not materially prejudice the Participant Developer.

26.2 Any variation made or proposed under this Clause 26 will be consistent with the principles set out in Clause 3.

## **27. Participant Developer asset maintenance**

27.1 The Participant Developer undertakes that for as long as any of its obligations under these Self-Remediation Terms, the Contract and/or any Payment Plan remain outstanding:

- (A) it will not; and
- (B) it will procure that none of its PD Group Companies will,

undertake any restructuring or other action affecting the assets or liabilities, or Control, of the Participant Developer that would or would reasonably be expected to result in the Participant Developer being unable to fulfil its obligations under these Self-Remediation Terms, the Contract and/or any Payment Plan (including because the assets, liabilities, or Control of the Participant Developer is materially impacted or otherwise rendered insufficient to enable the Participant Developer to meet its obligations under these Self-Remediation Terms, the Contract and/or any Payment Plan), unless:

- (C) all the rights and obligations of the Participant Developer under the Contract are, with DLUHC's consent (such consent to be not unreasonably withheld or delayed) novated in a form agreed between the Parties to a single other PD Group Company, where such PD Group Company is, upon and immediately after such novation, of a financial standing that is sufficient to enable the replacement PD Group Company to meet its obligations under these Self-Remediation Terms and/or the Contract; or
- (D) the Participant Developer procures a financial and performance guarantee and indemnity, in a form satisfactory to DLUHC (acting reasonably), in respect of the Participant Developer's obligations under these Self-Remediation Terms and/or the Contract from another person of a financial standing that is sufficient to enable the other person to meet the Participant Developer's obligations under these Self-Remediation Terms and/or the Contract.

27.2 For the avoidance of doubt, the undertaking in Clause 27.1 will not prohibit a change in Control of the ultimate parent undertaking of the Participant Developer (or, where the Participant Developer is the ultimate parent undertaking in respect of all of its PD Group Companies, a change in Control of the Participant Developer itself).

**28. Participant Developer not to bind DLUHC and no partnership**

28.1 The Participant Developer will not say or do anything which may bind DLUHC or that may lead any other person to believe that the Participant Developer is acting as or on behalf of DLUHC.

28.2 The Participant Developer is an independent contractor with respect to the implementation of these Self-Remediation Terms, the Contract, any Payment Plan and the Works and neither the Participant Developer nor any of its subcontractors will be deemed to be the servants or employees of DLUHC. Neither these Self-Remediation Terms, the Contract, any Payment Plan nor the performance by the Parties of their respective obligations under these Self-Remediation Terms, the Contract and/or any Payment Plan will constitute a partnership between the Parties.

**29. No fettering of discretion or statutory powers**

Nothing contained in or carried out pursuant to these Self-Remediation Terms and/or the Contract and/or any Payment Plan and no consents given by HMG will prejudice HMG's rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

**30. Disclaimer, DLUHC's advice and consents, non-reliance**

30.1 DLUHC will not be liable to the Participant Developer for any advice or guidance given by a representative of DLUHC.

30.2 Any approval of, or consent to, any matter by DLUHC or any person on behalf of DLUHC under or in connection with these Self-Remediation Terms and/or the Contract will not be treated as DLUHC's agreement that:

- (A) any matters referred to by the Participant Developer in connection with seeking such consent are true, accurate or complete or not misleading; or
- (B) any target dates or other matters to which the approval or consent relates are, or will continue to be, "reasonable" for the purposes of these Self-Remediation Terms and/or the Contract.

**31. Remedies and waivers**

31.1 No delay or omission by any Party to the Contract in exercising any right, power or remedy provided by law or under these Self-Remediation Terms, the Contract and/or any Payment Plan (or any other documents referred to therein) will:

- (A) affect that right, power or remedy; or
- (B) operate as a waiver of it.

- 31.2 The liability of the Participant Developer under these Self-Remediation Terms, the Contract and/or any Payment Plan will not be modified, released, diminished or in any way affected by any independent inspection, investigation or enquiry into any relevant matter that may be made or carried out by DLUHC nor by any failure or omission to carry out any such inspection, investigation or enquiry nor by the appointment by DLUHC of any independent firm, company or party whatsoever to review the progress or otherwise report to DLUHC in respect of the Works nor by any act or omission of any such person whether or not such act or omission might give rise to an independent liability of such person to the Participant Developer.
- 31.3 The single or partial exercise of any right, power or remedy provided by law or under these Self-Remediation Terms, the Contract and/or any Payment Plan will not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 31.4 The rights, powers and remedies provided in these Self-Remediation Terms, the Contract and/or any Payment Plan are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 31.5 If DLUHC terminates the Contract in accordance with Clause 24 or if the Participant Developer is in breach of the provisions of these Self-Remediation Terms, the Contract and/or any Payment Plan, notwithstanding any express remedies provided under these Self-Remediation Terms and/or the Contract and without prejudice to any other right or remedy which either Party may have, the Participant Developer acknowledges that damages alone may not be an adequate remedy for any breach of the provisions of these Self-Remediation Terms, the Contract and/or any Payment Plan. Accordingly, the Participant Developer acknowledges that DLUHC may pursue any available remedies at law (including under the Building Safety Act 2022) for breach, including injunction and specific performance. The Participant Developer also acknowledges that DLUHC may seek damages commensurate with the costs associated with the Works which the Participant Developer in breach would otherwise have met under these Self-Remediation Terms, the Contract and/or any Payment Plan and, that DLUHC may (if it in its sole discretion so decides) seek damages in respect of losses which have been suffered by affected Third Parties (other than indirect, consequential, contingent or prospective costs or losses, loss of use or enjoyment, economic or financial loss (including loss of profit, business interruption, loss of contracts or other losses of a similar nature) or loss of business incurred or suffered by such Third Parties (except in any such case as expressly provided for in these Self-Remediation Terms and/or the Contract)).

## **32. Confidentiality**

- 32.1 Except as otherwise allowed under the Self-Remediation Terms and/or the Contract, the Participant Developer and DLUHC will treat as confidential all Confidential Information.
- 32.2 The Participant Developer will:
- (A) not disclose any Confidential Information to any person other than any of its directors or employees who need to know such Confidential Information in order to discharge their duties; and

- (B) procure that any person to whom any such Confidential Information is disclosed by it complies with the restrictions contained in this Clause 32 as if such person were a party to the Contract and these Self-Remediation Terms.

32.3 Notwithstanding the other provisions of this Clause 32, the Participant Developer may disclose any Confidential Information:

- (A) to the extent required by law or for the purpose of any judicial proceedings;
- (B) to the extent required by any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) the Stock Exchange, the Financial Conduct Authority, the Prudential Regulation Authority or The Panel on Takeovers and Mergers, whether or not the requirement for information has the force of law;
- (C) to its professional advisers, auditors and bankers provided they have a duty to keep such information confidential;
- (D) to the extent the information has come into the public domain through no fault of such Participant Developer; or
- (E) to the extent DLUHC has given prior written consent to the disclosure.

Any Confidential Information to be disclosed pursuant to (A) or (B) of this Clause will be disclosed only if, to the extent permitted by Applicable Law, notice of such disclosure has been given to DLUHC as soon as reasonably practicable after the relevant requirement arose.

32.4 Subject to Clauses 32.5 and 32.6, DLUHC will:

- (A) not disclose any Confidential Information to any person other than any of its officials, officers or employees who need to know such information in order to discharge their duties; and
- (B) procure that any person to whom any such information is disclosed by it complies with the restrictions contained in this Clause 32 as if such person were a party to the Contract.

32.5 Notwithstanding the other provisions of this Clause 32, DLUHC may disclose any Confidential Information:

- (A) to the extent required by law or for the purpose of any judicial proceedings;
- (B) to the extent required by any securities exchange or regulatory or governmental body, including (amongst other bodies) the Stock Exchange, the Financial Conduct Authority, the Prudential Regulation Authority or The Panel on Takeovers and Mergers, whether or not the requirement for information has the force of law;

- (C) to its professional advisers, auditors and bankers provided they have a duty to keep such information confidential;
- (D) to the extent the information has come into the public domain through no fault of DLUHC;
- (E) as otherwise required for the performance of DLUHC's functions or the efficient administration of any Funds and these Self-Remediation Terms, the Contract and/or any Payment Plan;
- (F) to any statutory successor body to DLUHC or to any governmental body, authority, agency or department, or other emanation of the state where required for the performance of such entities' functions; and/or
- (G) to the extent the Participant Developer has given prior written consent to the disclosure.

Any Confidential Information to be disclosed pursuant to (A) or (B) of this Clause will be disclosed only if, to the extent permitted by Applicable Law, notice of such disclosure has been given to the Participant Developer as soon as reasonably practicable after the relevant requirement arose.

32.6 Notwithstanding the other provisions of this Clause 32, DLUHC reserves the right to disclose:

- (A) a pro-forma version of the Self-Remediation Terms (including the pro-forma Contract) on the Website;
- (B) the details of the counterparties that have signed the Contract with DLUHC on the Website; and
- (C) such details relating to a particular Building (or any properties within the Building) falling within the scope of these Self-Remediation Terms, including to insurers, valuation agents, lenders, conveyancers and other Third Parties, as are reasonably required for the purpose of facilitating actual or potential purchase, sale, mortgage or insurance transactions relating to the Building or any properties within the Building.

32.7 The restrictions contained in this Clause 32 will continue to apply after the termination of the Contract without limit in time.

### **33. Freedom of Information**

33.1 The Participant Developer acknowledges that DLUHC:

- (A) is subject to legal duties which may require the release of Information under FOIA and/or EIR; and



(B) may be under an obligation to provide Information subject to a RFI.

33.2 DLUHC will be responsible for determining whether:

(A) any Information is Exempted Information or remains Exempted Information; and/or

(B) any Information is to be disclosed in response to a RFI;

and in no event will the Participant Developer respond directly to a RFI except to confirm receipt of the RFI and that the RFI has been passed to DLUHC (unless expressly authorised to do so by DLUHC).

33.3 To the extent permitted by Applicable Law and guidance, DLUHC will consult with the relevant Participant Developer prior to releasing Information in accordance with this Clause 33.

33.4 Nothing in these Self-Remediation Terms and/or the Contract will prevent DLUHC 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 or otherwise), or disclosing information to parliament, parliamentary committees or other HMG departments or any auditors or such similar bodies.

#### **34. Data Protection**

34.1 DLUHC may receive Personal Data from the Participant Developer when exercising its rights and responsibilities under these Self-Remediation Terms and/or the Contract. To the extent applicable under the Applicable Data Protection Law, each Party will be a separate controller in respect of such Personal Data and will independently determine the purposes and means of such Processing.

34.2 Each Party will comply with all Applicable Data Protection Laws to the extent relevant to its obligations under these Self-Remediation Terms and/or the Contract.

34.3 Each Party will, on request, provide the other at its own expense (unless otherwise stated below) with reasonable assistance, information and cooperation to ensure compliance with the respective obligations under the Applicable Data Protection Laws in relation to the Personal Data.

34.4 The Participant Developer will ensure that any Personal Data it provides (or which is provided on its behalf) to DLUHC is accurate and updated at least once in every six month period and the Participant Developer will keep DLUHC informed of any changes to such Personal Data as required by Applicable Data Protection Laws, and the Participant Developer will ensure that any information provided to DLUHC in relation to such changes is also accurate.

34.5 To the extent required by Applicable Data Protection Laws, the Participant Developer will:

- (A) obtain any necessary consents to the Processing by DLUHC of any Personal Data from the relevant data subjects; and
- (B) provide each data subject with a copy (in hard copy and/or electronic form) of each Party's privacy notice in respect of the Personal Data.

34.6 Without limiting Clause 34.3, in relation to such Personal Data, DLUHC will:

- (A) process the Personal Data solely for the purposes of these Self-Remediation Terms, the Contract and/or in order to fulfil DLUHC's statutory and regulatory purposes and public functions, and/or in order to protect or enforce DLUHC's rights at private law, or as otherwise authorised by the Participant Developer in writing from time to time; and
- (B) process the Personal Data for no longer than is necessary to carry out the purposes set out in (A) of this Clause and, in any event, not longer than any statutory or professional retention periods applicable under any Applicable Laws, and will return or delete any Personal Data once the Processing of the relevant Personal Data is no longer necessary for the purposes set out at (A) of this Clause.

34.7 Without limiting Clause 34.3, in relation to such Personal Data, DLUHC may transfer Personal Data to a Third Country or allow Processing of Personal Data from a Third Country provided that such a transfer is in compliance with Applicable Data Protection Laws.

34.8 Without limiting Clause 34.3, in relation to such Personal Data:

- (A) each Party will without undue delay notify the other Party in relation to:
  - (i) any complaint, notice or communication from a Supervisory Authority in relation to the other Party's Processing of the Personal Data or a potential failure to comply with Applicable Data Protection Laws;
  - (ii) any Personal Data Incident that either Party becomes aware of; and
  - (iii) any notification to a Supervisory Authority or data subject in connection with a Personal Data Incident that either Party is required to make under the Applicable Data Protection Laws; and
- (B) DLUHC will without undue delay notify the Participant Developer in relation to:
  - (i) any legally binding request for disclosure of Personal Data by a Supervisory Authority or law enforcement authority unless otherwise prohibited;
  - (ii) any subject access request which DLUHC may receive from individuals to whom any Personal Data relates.

- 34.9 Without limiting Clause 34.3, in relation to such Personal Data, each Party will:
- (A) use reasonable endeavours to assist and cooperate with the other Party in relation to:
    - (i) any complaint, notice or communication from a Supervisory Authority in relation to the other Party's Processing of the Personal Data or a potential failure to comply with Applicable Data Protection Laws;
    - (ii) any legally binding request for disclosure of Personal Data by a Supervisory Authority or law enforcement authority unless otherwise prohibited;
    - (iii) any Personal Data Incident that either Party becomes aware of;
    - (iv) any notification to a Supervisory Authority or data subject in connection with a Personal Data Incident that either Party is required to make under the Applicable Data Protection Laws; and
    - (v) any subject access request which either Party may receive from individuals to whom any Personal Data relates.
  - (B) implement appropriate technical and organisational security measures against unauthorised or unlawful Processing of, accidental loss or destruction of, or damage to, the Personal Data which will ensure a level of security appropriate to the risk (taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing the Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons).

### **35. Contracts (Rights of Third Parties) Act 1999**

- 35.1 Clause 21 (the "**Third Party Rights Provisions**") confers a benefit on certain persons named therein who are not a party to the Contract (each for the purposes of this Clause 35, "**Third Party Beneficiary**") and, subject to the remaining provisions of this Clause 35, is intended to be enforceable by each Third Party Beneficiary by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 35.2 The parties to the Contract do not intend that any term of these Self-Remediation Terms or the terms of the Contract, apart from the Third Party Rights Provisions, will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract.
- 35.3 Where the Third Party Beneficiary is a leaseholder, any such Third Party Beneficiary may only enforce, or take any step to enforce, the Third Party Rights Provisions through an enforcement or steps which are carried out:

- (A) by the Responsible Entity, managing agent or the management company representing the leaseholders of the Building; or
- (B) if the Responsible Entity, managing agent or management company representing the leaseholders of the Building is not able or not permitted to act, fails or refuses to act, or if there is no such managing agent or management company, by persons with leasehold interests in the Building or any part of the Building via a collective claim or action on behalf of not less than 50% in number of all of the leaseholders of the Building.

Notwithstanding the foregoing, such enforcement or steps may always be carried out by a person in whom the freehold interest in the Building or any part of the Building is vested or any agent acting on their behalf.

35.4 Notwithstanding Clause 35.1:

- (A) these Self-Remediation Terms, the Contract and/or any Payment Plan may be varied in any way and at any time by the Parties without the consent of any Third Party Beneficiary; and
- (B) no Third Party Beneficiary may enforce, or take any step to enforce, the Third Party Rights Provisions without the prior written consent of DLUHC, which may, if given, be given on and subject to such terms as DLUHC may determine.

## **Annex 1**

### **Definitions and Interpretation**

#### **1. Definitions**

In these Self-Remediation Terms:

**“Alterations”** means any changes to the fabric and/or structure of a Building, including any changes to the fabric and/or structure of a Building resulting from:

- (A) failure by a Responsible Entity to maintain the Building in accordance with the Applicable Law and good and prudent industry practice; and/or
- (B) failure by any leaseholder to maintain the Building or any part thereof demised to the leaseholder in accordance with the Applicable Law and good and prudent industry practice where the leaseholder has a full repairing obligation under the terms of its lease of the Building or part thereof to the extent of the area demised to the leaseholder.

**“Applicable Data Protection Laws”** means:

- (A) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law (the **“EU GDPR”**);
- (B) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4)) (the **“UK GDPR”**);
- (C) the Data Protection Act 2018;
- (D) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (E) in member states of the European Union and/or European Economic Area, the EU GDPR and any laws or regulations implementing Directive 95/46/EC or Directive 2002/58/EC, and all relevant member state laws or regulations giving effect to or correspondence with any of them; and
- (F) any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of personal data,

in each case (in respect of each Party) as applicable to that Party and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time.

**“Applicable Law”** means all applicable statutes and laws (including, for the avoidance of doubt, common law), including Building Regulations, the Construction Act, the CDM Regulations and any applicable orders, rules, requirements, regulations, directions, guidelines and codes of practice issued by any governmental authority, in each case having the force of binding law.

**“Assessment Order and Method Statement”** has the meaning given to that term in Clause 9.4(B).

**“Betterment Work”** has the meaning given to that term in Clause 7.5.

**“BSF”** means HMG’s building safety fund.

**“Building”** means any residential and/or mixed use building that includes one or more residential commonhold or leasehold properties under a lease with a term exceeding 21 years, or is a building owned by a Registered Provider, in each case in England with an effective height of 11 metres and above (height is to be measured in accordance with the Building Regulation 2010, Approved Document B, Diagram D6) in the development or refurbishment of which, at any time in the 30 years prior to 5 April 2022, a PD Group Company played a role as a developer or refurbisher (but not as a contractor), subject to the following:

- (A) this extends to any role played by a PD Group Company, whether on its own behalf or on behalf of others (including in relation to development or refurbishment for Registered Providers under Section 106) and whether directly, indirectly, formally or otherwise;
- (B) a PD Group Company will be considered to have played such a role where:
  - (i) it was held out as a developer or refurbisher (including as one of the developers or refurbishers, in any form of joint venture or otherwise) in respect of that building (whether as a result of a trade name or brand of that PD Group Company having been used, or otherwise); or
  - (ii) it was in effect entitled, directly or indirectly, and irrespective of the legal form of the relevant arrangement, to all or any part of any economic profit, financial compensation and/or other financial gain in respect of the development or refurbishment of that building or in respect of all or part of the project of which the development or refurbishment of that building formed part (and for these purposes this will include all such buildings within the entirety of that project notwithstanding that any buildings and/or projects may have passed to any Registered Provider under Section 106 or otherwise); and
- (C) notwithstanding the foregoing, a PD Group Company will not be considered to have played any such role where the role of the PD Group Company in the development or refurbishment was solely as a contractor undertaking

construction works, with no entitlement to any proceeds in excess of arms-length contracting fees for the Original Works.

**“Building Regulations”** means all applicable statutes and laws (including, for the avoidance of doubt, common law) in respect of building regulations, including the Building Act 1984, the Building Regulations 2010 (SI 2010/2214), the Building (Approved Inspectors etc.) Regulations 2010 (SI 2010/2215) and any other applicable orders, rules, requirements, regulations, directions, guidelines and codes of practice issued by any governmental authority in respect of building regulations, in each case having the force of binding law.

**“Building Requiring Works”** means each Building in respect of which:

- (A) there is a Defect; and
- (B) in respect of that Defect:
  - (i) a Qualifying Assessment has not been subsequently obtained; or
  - (ii) a Qualifying Assessment has been obtained but the period for DLUHC to audit that Qualifying Assessment in accordance with Clause 11.2 has not expired.

**“Business Day”** means a day (other than a Saturday, a Sunday or a public holiday) on which banks are open for general business in London.

**“Cladding Safety Scheme”** means the scheme administered by the Homes and Communities Agency (an executive non-departmental public body sponsored by DLUHC) providing for the remediation and/or mitigation of fire safety risks in buildings of 11 metres and over in height.

**“Confidential Information”** means non-public information obtained by a Party as a result of negotiating, entering into or performing these Self-Remediation Terms and the Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) including but not limited to any information of a price sensitive or commercially sensitive nature but not including any information which:

- (A) was in the possession of the recipient without obligation of confidentiality prior to its disclosure by the disclosing party;
- (B) the recipient obtained on a non-confidential basis from a third party who was not, to the recipient’s knowledge or belief, bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the recipient; or
- (C) was independently developed without access to such non-public information.

**“Construction Act”** means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy Economic Development Act 2009.

**“Contract”** means the contract entered into between DLUHC and a Participant Developer on the basis of the pro-forma included at Annex 2 (*Pro forma contract to be entered into between the Secretary of State for Levelling Up, Housing and Communities and individual Participant Developers*) as varied from time to time, and which includes these Self-Remediation Terms as varied from time to time in accordance with Clause 26.

**“Control”** means the power of a person, directly or indirectly, to direct that the management, policies, activities or business of another person are conducted in accordance with the wishes of that person, whether through ownership of voting shares, by contract or otherwise, and a person will be deemed to have Control of a company if that person:

- (A) possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company;
- (B) has the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up;
- (C) has the power to nominate a majority of the board of directors of that company;  
or
- (D) is a parent undertaking (as defined in section 1162 of the Companies Act 2006) in relation to that company,

and **“Controlled”**, **“Controlling”**, and **“Controls”** will be interpreted accordingly.

**“Data Report”** has the meaning given to that term in Clause 9.1.

**“Defect”** means, in relation to a Building, each defect, shrinkage, fault or other failing whatsoever which gives rise (or, in conjunction with other defects, shrinkages, faults or other failings gives rise) to a life-critical fire-safety risk in the Building as determined by reference to the Standard (as applicable at the relevant date) and which arose from the design, construction or refurbishment of the Building or any part of it and relating to the Original Works, except where such defect exists solely as a result of the relevant goods, materials and/or products being at the end of their life-cycle. For the avoidance of doubt, any fire-safety risk (either alone or in conjunction with any other fire-safety risk) that any Fire Safety Assessment or FRAEW determines is not tolerable, irrespective of how this is expressed, will be deemed to be a life-critical fire-safety risk.

**“Designated Participant Developer”** means any Participant Developer which (or where another PD Group Company, or a senior officer or director of such Participant Developer or other PD Group Company in relation to their role as such):

- (A) is subject to an ongoing criminal prosecution or has been successfully prosecuted for a criminal offence relating to building safety (including offences under the Building Safety Act 2022) or which involves fraud or dishonesty such that the Participant Developer is reasonably considered by DLUHC to be unfit to carry out or procure the carrying out of Works in accordance with these Self-Remediation Terms and/or the Contract;



- (B) is subject to an ongoing investigation by the police, the National Crime Agency, the Serious Fraud Office or other similar body for a criminal offence which investigation, in the reasonable opinion of DLUHC, impacts on the Participant Developer's suitability to carry out or procure the carrying out of Works in accordance with these Self-Remediation Terms and/or the Contract;
- (C) has been the subject of significant criticism in the findings of a public inquiry, or is currently a person whose conduct is under consideration by a public inquiry, regarding their performance or behaviour in connection with building safety matters such that the Participant Developer is reasonably considered by DLUHC to be unfit to carry out or procure the carrying out of Works in accordance with these Self-Remediation Terms and/or the Contract; and/or
- (D) has repeatedly been in material breach of obligations to undertake or procure Works in accordance with the terms of these Self-Remediation Terms and/or the Contract (and a material breach will include a persistent breach, being a breach that continues or is repeated on one occasion or more after DLUHC has provided notice to a Participant Developer that it reasonably considers such breach to be persistent).

**“Dispute Recommendation”** has the meaning given to that term in Clause 16.3.

**“Dispute Resolution Process”** has the meaning given to that term in Clause 16.3.

**“DLUHC”** means the Secretary of State for the Department for Levelling Up, Housing and Communities, or any other successor HMG department (and any other person or entity referred to in Clause 2(L) of Annex 1 (*Definitions and Interpretation*)).

**“Economic Return”** means the economic profit, financial compensation and/or other financial gain under the JV Arrangement such as the difference between the amount earned by the joint venture and the amount spent by the joint venture in relation to the Original Works (i.e. the profit before tax) and acknowledging that this may be expressed as “profit”, “income” or otherwise in the relevant JV Arrangement depending on the structure and contractual terms thereof.

**“EIRs”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them.

**“Exempted Information”** means any Information that is designated as falling or potentially falling within any applicable exemption to disclosure of information under the FOIA or the EIR.

**“Fire Safety Assessment”** means an assessment of fire-safety risks carried out in accordance with the Standard, the Type, scope and objectives of which are such as to enable the identification of all actual and suspected Defects, which may include a fire risk assessment carried out in accordance with the Fire Safety Order (as amended, updated or supplemented from time to time) that meets the foregoing requirements.

**“Fire Safety Assessment/FRAEW Audit”** has the meaning given to that term in Clause 5.9.

**“Fire Safety Order”** means The Regulatory Reform (Fire Safety) Order 2005 as modified by the Fire Safety Act 2021.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.

**“FRAEW”** means a fire risk appraisal of external walls carried out in accordance with the Fire Safety Order and PAS 9980.

**“Fund”** means the BSF, the PSCRF, the SSCRF, the Cladding Safety Scheme, or any other HMG fund whose purpose includes funding the remediation of Buildings (as applicable).

**“Fund Building”** means a Building that has been, or is to be, remediated with funds from a Fund and includes a Stage A Fund Building, a Stage B Fund Building, a Stage C Fund Building and a Stage D Fund Building.

**“Fund Works”** has the meaning given to that term in Clause 7.3.

**“GFA”** means a Grant Funding Agreement entered into by a Responsible Entity with DLUHC pursuant to an application to any of the Funds.

**“Guidance”** means any guidance in relation to these Self-Remediation Terms and/or the Contract issued by DLUHC (or another person designated by DLUHC) from time to time, which may be in one or more separate documents, and which the Participant Developer will have regard to.

**“HMG”** means His Majesty’s Government.

**“Information”** means:

- (A) in relation to FOIA, the meaning given under section 84 of FOIA; and
- (B) in relation to EIRs, the meaning given under the definition of “environmental information” in section 2 of the EIRs.

**“Interested Party”** has the meaning given to that term in Clause 21.1.

**“JV Arrangement”** has the meaning given to that term in Clause 18.1.

**“JV Partner”** has the meaning given to that term in Clause 18.1.

**“Maximum Sum”** means the total amount of grant awarded to an applicant (that is a Responsible Entity) by any of the Funds as stated within the relevant GFA (such figure to include payments of pre-tender support).

**“Necessary Betterment Work”** has the meaning given to that term in Clause 7.5.

**“Original Completion Date”** means, in respect of a Building, the date of practical completion of the most recent Original Works for that Building (or, if later, the date of the relevant final building control certificate in respect of such Original Works).

**“Original Works”** means the works for the development or refurbishment referred to in the definition of “Building” in which a PD Group Company played a role (in accordance with that definition).

**“Outstanding Defects”** has the meaning given to that term in Clause 7.3.

**“Participant Developer”** means, with respect to each Contract, the person who entered into that Contract with DLUHC.

**“Participant Developer Feedback”** has the meaning given to that term in Clause 15.1.

**“Parties”** or **“Party”** has the meaning given to those terms in Clause 1.

**“Partner’s Share”** has the meaning given to that term in Clause 18.2(A).

**“PAS 9980”** means Publicly Available Specification 9980:2022, as amended, updated or supplemented from time to time.

**“Payment Plan”** has the meaning given to that term in Clause 19.1.

**“PD Group Company”** means, in relation to a Participant Developer (and unless DLUHC agrees in its absolute discretion that any such person or entity does not constitute or should be exempted from being a PD Group Company), the Participant Developer and each person or entity that is Controlled by, Controlling, or under common Control with, the Participant Developer from time to time, and (in relation to a Building) a PD Group Company will include each person that:

- (A) was a PD Group Company at the time of the Original Works; or
- (B) became a PD Group Company at any time thereafter (whether before or after the date of the Contract),

provided that a person will not be treated as a PD Group Company for the purposes of this definition if that person:

- (i) was sold to a person other than a PD Group Company prior to 5 April 2022;
- (ii) has not been re-acquired by a PD Group Company since; and
- (iii) continues not to be a PD Group Company,

and, for the purposes of:

- (a) the definitions of “Building” and “Original Works”;

- (b) Clauses 5.2 and 5.3;
- (c) Clause 7.1;
- (d) Clause 10.1;
- (e) Clauses 18.1 and 18.2; and
- (f) clause 3.1(G)(i)(a) of the Contract,

a PD Group Company will include each such person that has been Wound Up or each such person that is dormant in any jurisdiction.

**“PD-DLUHC Dispute”** has the meaning given to that term in Clause 17.

**“Personal Data”** means any personal data (including any sensitive or special categories of data) that is Processed under or in connection with these Self-Remediation Terms and/or the Contract, including Personal Data which DLUHC may receive from the Participant Developer or any Third Party from time to time which relates to these Self-Remediation Terms and/or the Contract.

**“Personal Data Incident”** means any accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, or access to the Personal Data, or any unauthorised or unlawful processing of the Personal Data, that involves a material number of data subjects and is required to be notified to a Supervisory Authority or law enforcement authority.

**“Post-Works”** means, in respect of a Fire Safety Assessment or FRAEW, that it satisfies each of the following criteria:

- (A) that Fire Safety Assessment or FRAEW was obtained after practical completion of the Works (as determined pursuant to the relevant Works Contract);
- (B) in the case of a Fire Safety Assessment, it does not recommend, irrespective of how this is expressed, that additional steps are taken (including the carrying out of a Fire Safety Assessment of a different Type or a FRAEW) in order to ascertain whether there are any defects, shrinkages, faults or other failings which may amount to Defects;
- (C) in the case of a FRAEW:
  - (i) it does not recommend, irrespective of how this is expressed, that additional steps are taken (including in-depth technical assessment, fire testing or specialist advice) that may have a bearing on the outcome of the FRAEW; and
  - (ii) after the date of the FRAEW, no updated or new information or knowledge has become available relating to the fire performance of materials used in the external wall construction and cladding of the Building that may have a bearing on the outcome of the FRAEW (as

envisaged in clause 7.4 of PAS 9980), where the availability of such information or knowledge was reasonably foreseeable as at the date of the FRAEW; and

- (D) it was carried out by a suitably experienced, qualified, independent and competent fire risk assessor (in the case of a Fire Safety Assessment) or external wall assessor (in the case of a FRAEW) in accordance with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works).

**“Process”, “Processed” or “Processing”** have the meaning given to such terms or equivalent concepts in the relevant Applicable Data Protection Laws.

**“PSCRF”** means HMG’s private sector ACM cladding remediation fund.

**“Qualifying Assessment”** means, in respect of a Building Requiring Works:

- (A) if the Works were carried out and completed in relation to the internal parts of the Building, a Post-Works Fire Safety Assessment carried out in accordance with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works) and which confirms that any fire-safety risk which arose from any Defects in the internal parts of the Building to which the Works relate is tolerable (irrespective of how this is expressed); and/or
- (B) if the Works were carried out and completed in relation to the external wall construction and cladding of the Building, a Post-Works FRAEW carried out in accordance with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works) and which confirms that any fire-safety risk which arose from any Defects in the external wall construction and cladding of the Building to which the Works relate is tolerable (irrespective of how this is expressed).

**“Qualifying Assessment Audit”** has the meaning given to that term in Clause 11.2.

**“Registered Provider”** means a registered provider of social housing as interpreted in accordance with section 80 of the Housing and Regeneration Act 2008.

**“Reimbursement Statement”** has the meaning given to that term in Clause 13.17(C).

**“Relevant Share”** has the meaning given to that term in Clause 18.2.

**“Reporting Date”** means each of 31 January, 30 April, 31 July and 31 October in any calendar year if such date is a Business Day or, if not a Business Day, the date of the immediately following Business Day.

**“Responsible Entity”** means, in respect of a Building, the owner of a superior leasehold or a freehold interest in the relevant land and building(s) that is or includes the Building and for the

purposes of this definition will include a management company of the Building or the person appointed to manage the Building for and on behalf of such owner.

“**RFI**” has the meaning given to “request for information” in the FOIA, and includes any apparent request for Information under the FOIA or the EIRs or the Freedom of Information Code of Practice.

“**Section 106**” means section 106 of the Town and Country Planning Act 1990.

“**Self-Remediation Terms**” has the meaning given to that term in Clause 1.

“**SSCRF**” means HMG’s social sector ACM cladding remediation fund.

“**Stage A**” means a tender has not been returned to the Responsible Entity in relation to its application to the relevant Fund.

“**Stage A Fund Building**” means a Building where:

- (A) an application made by the Responsible Entity to the relevant Fund is at Stage A; and
- (B) DLUHC has not communicated an award of funding for the full costs of any remediation and/or mitigation work from the relevant Fund to the Responsible Entity,

which, as at the date of the Contract, includes each of the Buildings listed in Part C (*Stage A Fund Buildings*) of Schedule 2 (*Buildings*) to the Contract (as such list is updated from time to time by any Data Report).

“**Stage B**” means at least one tender has been returned to the Responsible Entity in relation to its application to the relevant Fund.

“**Stage B Fund Building**” means a Building for which:

- (A) an application made by the Responsible Entity to the relevant Fund is at Stage B; and
- (B) DLUHC has not communicated an award of funding for the full costs of any remediation and/or mitigation work from the relevant Fund to the Responsible Entity,

which, as at the date of the Contract, includes each of the Buildings listed in Part D (*Stage B Fund Buildings*) of Schedule 2 (*Buildings*) to the Contract (as such list is updated from time to time by any Data Report).

“**Stage C Fund Building**” means a Building for which:

- (A) DLUHC has communicated an award of funding for the full costs of any remediation and/or mitigation work from the relevant Fund to the Responsible Entity; and
- (B) DLUHC has not signed a funding agreement with the applicant Responsible Entity,

which, as at the date of the Contract, includes each of the Buildings listed in Part E (*Stage C Fund Buildings*) of Schedule 2 (*Buildings*) to the Contract (as such list is updated from time to time by any Data Report).

**“Stage D Fund Building”** means a Building for which:

- (A) DLUHC has communicated an award of funding for the full costs of any remediation and/or mitigation work from the relevant Fund to the Responsible Entity; and
- (B) DLUHC has signed a funding agreement with the applicant Responsible Entity,

which, as at the date of the Contract, includes each of the Buildings listed in Part F (*Stage D Fund Buildings*) of Schedule 2 (*Buildings*) to the Contract (as such list is updated from time to time by any Data Report).

**“Standard”** means:

- (A) in respect of the external wall construction or cladding of a Building, PAS 9980 (provided that if any fire-safety risk arising from the external wall construction or cladding of the Building is determined by a FRAEW to be tolerable (irrespective of how this is expressed), such external wall construction or cladding will be deemed to meet the Standard); and
- (B) in respect of the internal parts of the Building and any other parts of the Building not covered by sub-Clause (A) of this definition, all industry standards and Applicable Law relevant to ensuring the level of fire-safety risk arising from such parts as assessed by a Fire Safety Assessment is tolerable (irrespective of how this is expressed) (and any such parts in respect of which the risk is assessed as tolerable will be deemed to meet the Standard).

**“Stock Exchange”** means London Stock Exchange plc;

**“Supervisory Authority”** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the Applicable Data Protection Laws.

**“Tax”** means all taxes, levies, duties and imposts and any charges, deductions or withholdings in the nature of tax, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them.

**“Tax Authority”** means any authority responsible for the collection or imposition of any Tax, acting in its capacity as such.

**“Third Country”** means (i) in relation to Personal Data subject to the GDPR, any country outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers subject to the UK GDPR, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

**“Third Party”** means any person who is not a party to a Contract between a Participant Developer and DLUHC and includes managing agents, Building owners, Responsible Entities of Buildings, leaseholders, freeholders and residents of any Building, lenders and insurers.

**“Third Party Beneficiary”** has the meaning given to that term in Clause 35.1.

**“Third Party Dispute”** has the meaning given to that term in Clause 16.1.

**“Third Party Feedback”** has the meaning given to that term in Clause 15.2.

**“Third Party Rights Provisions”** has the meaning given to that term in Clause 35.1.

**“Type”**, in respect of a Fire Safety Assessment means a Type 1 risk assessment, Type 2 risk assessment, Type 3 risk assessment or Type 4 risk assessment, each as defined in the guidance issued by the Local Government Association in 2012 entitled “Fire safety in purpose-built blocks of flats”.

**“Up-to-Date”** means, in respect of a Fire Safety Assessment or FRAEW, that it satisfies each of the following criteria:

- (A) that Fire Safety Assessment or FRAEW was obtained after the later of:
  - (i) the Original Completion Date; and
  - (ii) 31 December 2020;
- (B) in the case of a Fire Safety Assessment:
  - (i) it does not recommend, irrespective of how this is expressed, that additional steps are taken (including the carrying out of a Fire Safety Assessment of a different Type or of a FRAEW) in order to ascertain whether there are any defects, shrinkages, faults or other failings which may amount to Defects;
  - (ii) that was carried out after a previous Fire Safety Assessment which recommended any such steps, then:



- (a) such steps have been taken and (where required) have been considered as part of that later Fire Safety Assessment; or
  - (b) are considered as part of that later Fire Safety Assessment as no longer required; and
- (C) in the case of a FRAEW:
  - (i) it does not recommend, irrespective of how this is expressed, that additional steps are taken (including in-depth technical assessment, fire testing or specialist advice) that may have a bearing on the outcome of the FRAEW;
  - (ii) if any previous FRAEW recommended any such steps, then:
    - (a) such steps have been taken and have been considered as part of that later FRAEW; or
    - (b) are considered as part of that later FRAEW as no longer required; and
  - (iii) after the date of the FRAEW, no updated or new information or knowledge has become available relating to the fire performance of materials used in the external wall construction and cladding of the Building that may have a bearing on the outcome of the FRAEW (as envisaged in clause 7.4 of PAS 9980), where the availability of such information or knowledge was reasonably foreseeable as at the date of the FRAEW; and
- (D) was carried out in accordance with the Standard.

**“VAT”** means:

- (A) any value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto;
- (B) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (C) any other Tax of a similar nature to the Taxes referred to in paragraph (A) or paragraph (B), whether imposed in the UK or a member state of the EU in substitution for, or levied in addition to, the Taxes referred to in paragraph (A) or paragraph (B) or imposed elsewhere.

**“Website”** means <https://www.gov.uk/government/organisations/department-for-levelling-up-housing-and-communities> or such URL as may be notified to the Participant Developer by DLUHC from time to time, from which the Participant Developer will be provided with web-based access to these Self-Remediation Terms and associated information.





















6.2 Except in the case of fraud, the Parties will not have any right of action against DLUHC arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Contract.

6.3 For the purposes of this clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Contract made or given by any person at any time prior to the date of this Contract.

## **7. Severability**

7.1 If a provision or part-provision of the Self-Remediation Terms, this Contract and/or any Payment Plan is or becomes illegal, invalid or unenforceable it will to that extent be deemed not to form part of the Self-Remediation Terms, this Contract and/or any Payment Plan, but the validity and enforceability of the remainder of the Self-Remediation Terms, this Contract and/or any Payment Plan will not be affected.

7.2 The Parties agree to negotiate in good faith in order to agree a replacement for any such illegal, invalid or unenforceable provision of the Self-Remediation Terms and/or this Contract that will achieve, to the extent possible, the commercial, economic and other purposes of such illegal, invalid or unenforceable provision.

## **8. Counterparts**

8.1 This Contract may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart.

8.2 Each counterpart will constitute an original of this Contract, but all the counterparts will together constitute but one and the same instrument.

## **9. Costs and expenses**

Each Party will pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Contract.

## **10. Termination**

This Contract will continue unless and until it is terminated in accordance with Clause 24 of the Self-Remediation Terms.

## **11. Choice of governing law**

This Contract is governed by and will be construed in accordance with English law. Any dispute or claim arising out of, under or in connection with this Contract, its subject matter or formation (including in respect of non-contractual disputes or claims), is to be governed by and determined in accordance with English law.

## 12. Jurisdiction

- 12.1 The courts of England are to have exclusive jurisdiction to settle any dispute or claim arising out of, under or in connection with this Contract, the Self-Remediation Terms and/or any Payment Plan, their subject matter or formation (including in respect of non-contractual disputes or claims). Any proceeding, suit or action arising out of, under or in connection with this Contract, the Self-Remediation Terms and/or any Payment Plan, their subject matter or formation (including in respect of non-contractual disputes or claims) or the negotiation, existence, validity or enforceability of this Contract, the Self-Remediation Terms and/or any Payment Plan ("**Proceedings**") will be brought only in the courts of England.
- 12.2 Each Party waives (and agrees not to raise) any objection, on the ground of forum non conveniens or on any other ground, to the taking of Proceedings in the courts of England. Each Party also agrees that a judgment against it in Proceedings brought in England will be conclusive and binding upon it and may be enforced in any other jurisdiction.
- 12.3 Each Party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

**Schedule 1**  
**Self-Remediation Terms**

*[Insert the Self-Remediation Terms]*

**Schedule 2  
Buildings**

**Part A  
Buildings**

1. [Insert name of Building]

Building name:	[•]
Address:	[•]

2. [Insert name of Building]

Building name:	[•]
Address:	[•]

[•]

**Part B**  
**Buildings Requiring Works**

1. [Insert name of Building Requiring Works]

Building name:	[●]
Address:	[●]

2. [Insert name of Building Requiring Works]

Building name:	[●]
Address:	[●]

[●]

**Part C**  
**Stage A Fund Buildings**

1. [Insert name of Stage A Fund Building]

Building name:	[•]
Address:	[•]

2. [Insert name of Stage A Fund Building]

Building name:	[•]
Address:	[•]

[•]



**Part D**  
**Stage B Fund Buildings**

1. *[Insert name of Stage B Fund Building]*

Building name:	[•]
Address:	[•]

2. *[Insert name of Stage B Fund Building]*

Building name:	[•]
Address:	[•]

[•]

**Part E**  
**Stage C Fund Buildings**

1. [Insert name of Stage C Fund Building]

Building name:	[•]
Address:	[•]

2. [Insert name of Stage C Fund Building]

Building name:	[•]
Address:	[•]

[•]

**Part F**  
**Stage D Fund Buildings**

1. [Insert name of Stage D Fund Building]

Building name:	[•]
Address:	[•]

2. [Insert name of Stage D Fund Building]

Building name:	[•]
Address:	[•]

[•]

**Schedule 3**  
**Basic information about the Participant Developer**

1.	Registered number	:	[            ]
2.	Date of incorporation	:	[            ]
3.	Place of incorporation	:	[            ]
4.	Address of registered office	:	[            ]
5.	Class of company	:	[            ]
6.	Authorised share capital (if any)	:	[            ]
7.	Issued share capital	:	[            ]
8.	Details of any people with significant control	:	[            ]
9.	Directors Full name:	Service address	Nationality
	[		
			]
10.	[Secretary] [Full name:]	[Service address]	
	[		]
	<i>or</i>		
	[No secretary]		
11.	Accounting reference date	:	[            ]
12.	Auditors	:	[            ]
13.	Tax residence	:	[            ]

























