



**EXAMPLE ONLY**

Dear XXXXX

**Homes England Supply Delivery Agreement**

**Introduction**

I write further to your request for the Homes and Communities Agency (trading as Homes England) (**Homes England**) to enter into a housing supply delivery agreement (**HSDA**) with you and our response dated [xxxx]. The purpose of the HSDA is to permit you to charge an Affordable Rent in respect of new homes built for rent where you are not party to a Grant Agreement with Homes England in respect of its Affordable Homes Programme 2021 to 2026 (**AHP 2021/26**).

Paragraph 3.8(a) of the [Rent Standard](#) set by the Regulator of Social Housing permits an Affordable Rent to be charged where the home in question is provided by a registered provider pursuant to a housing supply delivery agreement between that provider and the Homes and Communities Agency (now trading as Homes England) and such home is permitted by that agreement to be let at an Affordable Rent.

If you are not a party to a Grant Agreement with Homes England entered into in respect of the AHP 2021/26 you may only charge an Affordable Rent if an HSDA is in place.

**Terms of Agreement**

1. The terms of this letter constitute the HSDA between you and Homes England.
2. This letter is intended by you and Homes England to have legal effect and to be binding upon each signatory.
3. Pursuant to this HSDA, Homes England hereby grants permission for you to charge an Affordable Rent provided that you comply with the obligations and acknowledgements set out in paragraphs 4 to 8 (inclusive) (**Your Obligations**). By signing and returning this letter you acknowledge that this is sufficient consideration for the purposes of this HSDA.
4. You must not charge an Affordable Rent in respect of any home unless that home has been permitted under this HSDA to be let at an Affordable Rent from time to time.
5. You must ensure that the homes which are permitted by this HSDA to be let at an Affordable Rent from time to time (the **Permitted Homes**):
  - a. constitute genuine new housing supply – i.e., they are newly built homes and have not previously been let at a Social Rent (meaning a rent calculated in accordance with the formula for calculating social rents set out in the [Rent Standard](#) (subject to any contrary legislation));

- b. are located outside of the administrative area of the Greater London Authority; and
  - c. are subject to and compliant with the requirements of the Regulatory Standards (which can be found at <https://www.gov.uk/guidance/regulatory-standards>) set by the Regulator of Social Housing from time to time.
6. You must, where any of the Permitted Homes have benefitted from funds drawn from your Recycled Capital Grant Fund (**RCGF**):
  - a. comply with all applicable terms of the [Capital Funding Guide](#) and with [the funding conditions set out in the example registered provider grant agreement for the Affordable Homes Programme 2021 to 2026 (which can be found at <https://www.gov.uk/government/publications/grant-agreement-examples-for-the-affordable-homes-programme-2021-to-2026>)];
  - b. comply with the terms of the [Recovery of Capital Grants and Recycled Capital Grant Fund General Determination 2017 \(Recovery Determination\)](#) (which includes (but is not limited to) compliance on any disposal or change of use of a Permitted Home);
  - c. permit any eligible occupant to exercise the [Right to Shared Ownership \(RtSO\)](#) in respect of any such Permitted Home, unless it is specifically exempted from the RtSO; and
  - d. notify Homes England of any disposal of your interest in a Permitted Home via [Grant Notifications@homesengland.gov.uk](mailto:GrantNotifications@homesengland.gov.uk).
7. You must retain a copy of this countersigned HDSA with the scheme records applicable to any Permitted Home.
8. By countersigning this letter, you acknowledge and agree, where RCGF monies have been applied to the provision of the Permitted Homes:
  - a. that such monies are treated as being subject to the same contractual conditions as apply to the giving of social housing assistance under the AHP 2021/26 including (but without limitation) the obligation to comply with the RtSO;
  - b. that such monies constitute "Capital Grant" for the purposes of the Recovery Determination; and
  - c. that a breach of any of Your Obligations will constitute a relevant event under paragraph 7(e) of the Recovery Determination.
9. Any breach of Your Obligations will entitle Homes England (without incurring any liability) to terminate this HDSA in whole or in part immediately on the giving of not less than 14 days written notice.
10. The permissions granted by Homes England in this letter shall cease in respect of any Permitted Home which is subject to a change of use.

11. Termination of this HSDA (in whole or in part) will revoke your entitlement to charge an Affordable Rent in respect of the accommodation specified in the notice issued by Homes England.
12. You acknowledge that the Permitted Homes have not been delivered with the benefit of any funding made available under the AHP 2021/26 and have not been reviewed or submitted as part of any Homes England funding approval or investment decision (including but not limited to any application for funding which is pending approval);

**Permitted Homes**

Homes England permits the following homes to be let at an Affordable Rent:

1. those identified in the table below; and
2. those that are recorded with Homes England's written approval (which can be by email) on a HSDA Schedule from time to time

The currently approved form of HSDA Schedule is appended to this HSDA. Homes England reserves the right to amend the form and content of the HSDA Schedule from time to time including requiring it to be in electronic form.

<b>Registered Provider</b>	
<b>Registration number</b>	
<b>Scheme name/Address</b>	
<b>Total number of new homes</b>	
<b>Local Authority:</b>	

A copy of this HSDA should be counter signed by your organisation and returned to Homes England at [AHPFAQ@homesengland.gov.uk](mailto:AHPFAQ@homesengland.gov.uk).

Whilst we await your countersigned copy please confirm receipt of this letter by contacting [AHPFAQ@homesengland.gov.uk](mailto:AHPFAQ@homesengland.gov.uk) within the next 5 days.

Your sincerely

Homes England

<b>Countersigned by Registered Provider</b>	
<b>Name</b>	
<b>Position</b>	
<b>Date</b>	