THE WELSH MINISTERS

[THE LOCAL AUTHORITY]

HRAS Voluntary Agreement

entered into under section 80B of the Local Government and Housing Act 1989

HUGH JAMES
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THIS AGREEMENT is dated

PARTIES

(1) **THE WELSH MINISTERS of Crown Buildings**, Cathays Park, Cardiff CF10 3NQ (Welsh Ministers).

(2) [ ] of [ ] (Local Authority).

INTRODUCTION

HOUSING REVENUE ACCOUNT SUBSIDY

(A) The Housing Revenue Account (HRA) is a separate landlord account which a Local Authority with housing stock must keep pursuant to the Local Government and Housing Act 1989 (1989 Act). A Local Authority which maintains a HRA is known as a “Local Housing Authority” and this term is referred to in this agreement.

(B) The HRA subsidy (HRAS) is an annual subsidy which is calculated under section 80 of the 1989 Act. Where a calculation results in a negative amount then the Local Housing Authority must debit the equivalent positive amount to its HRA and pay the equivalent amount to the Welsh Ministers in relation to that financial year. This is known as a negative HRAS payment.

(C) A financial agreement has been reached between the Welsh Government and HM Treasury for the 11 stock retaining Local Housing Authorities in Wales who currently participate in HRAS to exit the HRAS system. The financial agreement requires the future loss of annual negative HRAS payments to be compensated by way of each Local Housing Authority making a Settlement Payment.

SETTLEMENT PAYMENT

(D) Section 132 of the Housing (Wales) Act 2014 makes statutory provision in relation to Settlement Payments. Further to the Welsh Ministers making a determination which provides for the calculation of a Settlement Payment then a Local Housing Authority will be required to make the payment to the Welsh Ministers. In line with the duty contained in section 136 of the Housing (Wales) Act 2014, Welsh Ministers will consult with each Local Housing Authority and the Welsh Local Government Association prior to issuing a determination which relates to a Settlement Payment.
As part of the agreement with HM Treasury, each of the 11 stock retaining Local Housing Authorities in Wales will be required to make a Settlement Payment in order to exit the HRAS system. The funding required to make each Settlement Payment must be sourced from the Public Works Loans Board. The methodology for apportioning the Total Settlement Amount across the 11 stock retaining Local Housing Authorities in Wales was the subject of a formal consultation which concluded 10 July 2014.

All 11 stock retaining Local Housing Authorities in Wales opted for Settlement Value Option 1 in the consultation: to distribute the settlement value based on negative HRA subsidy amounts. Under this option, the apportioning of the Total Settlement Amount will reflect the share of the HRAS negative subsidy payment made by each of the stock retaining Local Housing Authorities for the financial year ending 31 March 2014, as identified in “Cell 2075” of the Auditor Final HRAS 13-04(W). The calculation of this share, for an individual Local Housing Authority, can be summarised as follows:

\[
LHA \text{ Settlement Payment} = \left( \frac{LNSP}{TNSP} \right) \times \text{Total Settlement Amount}
\]

where LNSP is the HRAS Negative Subsidy Payment made by the Local Housing Authority for the financial year ending 31 March 2014 “Cell 2075”; and TNSP is the Total HRAS Negative Subsidy Payments made by all 11 Local Housing Authorities (total of “Cell 2075”) (approximately £73m) for the financial year ending 31 March 2014.

HM Treasury require all the Settlement Payment transactions to be carried out on the same day of 2 April 2015.

**INDEBTEDNESS LIMIT**

Under the terms of the agreement with HM Treasury, following payment of the Total Settlement Amount, the 11 stock retaining Local Housing Authorities shall be subject to an Indebtedness Limit in relation to borrowing used for Housing Revenue Account purposes.

Subject to the UK Wales Bill being enacted by the UK Parliament, and after the relevant sections come into force, provision in the UK Wales Bill will:
• enable HM Treasury to make a determination which calculates the maximum amount of housing debt which may be held, in total, by the 11 Local Housing Authorities in Wales,

• require the Welsh Ministers to issue a determination, further to HM Treasury making a determination, to calculate the amount of housing debt which each Local Housing Authority is treated as holding and the maximum housing debt that each Local Housing Authority may hold,

• treat “housing debt”, in relation to a Local Housing Authority, if:
  
  (a) the debt is held by the Authority in connection with the exercise of its functions relating to houses and other property within its Housing Revenue Account, and

  (b) interest and other charges in respect of the debt are required to be carried to the debit of that account.

(I) Until the statutory mechanism for imposing an all Wales and individual indebtedness limit(s) under the UK Wales Bill comes into force, a Local Housing Authority is required to comply with an indebtedness limit under the terms and conditions of this voluntary agreement. Section 80B of the Local Government and Housing Act 1989 provides the statutory basis for this agreement which will exempt a Local Housing Authority from the requirement to make a negative HRAS payment subject to complying with its indebtedness limit, and further to making a Settlement Payment.

(J) Welsh Government and HM Treasury have agreed an estimated limit of indebtedness for all 11 stock retaining Local Housing Authorities, totalling £1,850,000,000 (one billion and eight hundred and fifty million pounds). This is only an estimate given that one of the key components of the limit of indebtedness for the 11 stock retaining Local Housing Authorities is the Total Settlement Amount which – as outlined in paragraph (F) – will not be known until the Settlement Payment is determined by the Welsh Ministers on 31 March 2015.

(K) In formulating the estimated limit of indebtedness of £1,850,000,000 (one billion and eight hundred and fifty million pounds), provision was made for an estimated Total Settlement Amount of £919,500,000 (nine hundred and nineteen million and five hundred thousand pounds). However, it was agreed with HM Treasury that should the Total Settlement Amount be either more or less than the estimated £919,500,000 (nine hundred and nineteen million and five hundred thousand
pounds) then the limit of indebtedness for the 11 stock retaining Local Housing Authorities will increase or decrease by an equal amount.

In addition to the provision made for a Total Settlement Amount of £919,500,000 (nine hundred and nineteen million and five hundred thousand pounds), the estimated limit of indebtedness of £1,850,000,000 (one billion and eight hundred and fifty million pounds) includes a further £930,500,000 (nine hundred and thirty million and five hundred thousand pounds). This £930,500,000 (nine hundred and thirty million and five hundred thousand pounds) is a fixed sum of money negotiated with HM Treasury to cover the borrowing each of the 11 stock retaining Local Housing Authorities required to meet their business plan commitments, which cover the following:

(a) **Local Housing Authority existing borrowing** – reflecting the closing HRA CFR at the 31 March 2014 as identified in “Cell 3000” of the Auditor Final HRAS 13-04(W). The sum total of which will be fixed and equates to [DN insert figure – will be available December 2014]

(b) **Local Housing Authority borrowing requirements to meet the Welsh Housing Quality Standard** – based upon the figures provided by each Local Housing Authority in support of their HRA Business Plan and 2014-15 application for Major Repairs Allowance. The distribution of these figures was set out in *Borrowing Cap Option 3* of the formal consultation exercise which concluded 10 July 2014. The sum total of which equated to £358,100,000 (three hundred and fifty eight million and one hundred thousand pounds).

(c) **Half of the borrowing four Local Housing Authorities identified for new housing supply** - based upon the figures provided by four Local Housing Authorities in support of their HRA Business Plan and 2014-15 application for Major Repairs Allowance. The distribution of these figures was set out in *Borrowing Cap Option 3* of the formal consultation exercise which concluded 10 July 2014. The sum total of which equated to £53,700,000 (fifty three million and seven hundred thousand pounds).

(d) **Remainder of the Indebtedness Limit** - having accounted for the above three separate requirements out of the £930,500,000 (nine hundred and thirty million and five hundred thousand pounds) set aside within the
estimated Indebtedness Limit, there remains [DN insert figure – this will be the balancing figure and will be available December 2014] of headroom within the Indebtedness Limit. *Borrowing Cap Option 3*, of the formal consultation which concluded 10 July 2014, proposed that this balance of the Indebtedness Limit would be apportioned across the eleven Local Housing Authorities using a modified Social Housing Grant Formula. As part of the consultation responses, all 11 stock retaining Local Housing Authorities agreed with *Borrowing Cap Option 3*. The modified Social Housing Grant Formula used for distributing the remainder of the Indebtedness Limit comprises of the following data:

I. 2011 Household Projections, published by the Welsh Government;

II. 2013 Median Gross Weekly Pay, Resident Analysis, published by Office of National statistics; and

III. 2011 Median House Prices, published by HM Land Registry.

**AGREED TERMS**

2. **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

2.1 **Definitions:**

- **Authorised Representative** for the Welsh Ministers [ ] and for the Local Housing Authority [ ].

- **Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

- **Commencement Date:** [ ].
Data Protection Legislation


day

a period of 24 consecutive hours ending at 12 midnight.

Environmental Information Regulations

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA

the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Local Housing Authorities

the 11 stock retaining Local Housing Authorities being:

(a) Caerphilly County Borough Council;
(b) Cardiff Council;
(c) Carmarthenshire County Council;
(d) Denbighshire County Council;
(e) Flintshire County Council;
(f) Isle of Anglesey County Council;
(g) Pembrokeshire County Council;
(h) Powys County Council;
(i) City and County of Swansea Council;
(j) Vale of Glamorgan Council; and
(k) Wrexham County Borough Council.

**Housing Indebtedness**
the maximum amount of indebtedness the Local Housing Authority is permitted to incur pursuant to clause 5.

**Indebtedness Limit**
the limit to be notified to the Local Housing Authorities by the Welsh Ministers.

**Information:**
has the meaning given under section 84 of FOIA.

**Law**
any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Local Housing Authority is bound to comply.

**Personal Data**
shall have the same meaning as set out in the Data Protection Act 1998.

**Process:**
has the meaning given to it under the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing.

**Request for Information**
a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
**Settlement Payment**

the payment made by a Local Housing Authority to the Welsh Ministers under section 132 of the Housing (Wales) Act 2014

**Staff**

all persons employed by the Local Housing Authority to perform its obligations under the agreement together with the Local Housing Authority’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the agreement.

2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

2.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.7 A reference to writing or written includes fax and e-mail.

2.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. **COMMENCEMENT**

3.1 This agreement shall commence on the Commencement Date.
3.2 This agreement shall continue until it is terminated in accordance with clause 4.2 or clause 11.

4. **CONDITIONS PRECEDENT**

4.1 This agreement shall only become effective provided all of the other HRAS Local Housing Authorities have signed their respective voluntary agreements.

4.2 In the event that the above condition precedent set out in clause 4.1 has not been met by [31 March 2015] then the Welsh Ministers may terminate this agreement by giving notice to the Local Authority, such termination to be effective immediately.

4.3 For the avoidance of doubt, in the event this agreement is terminated, the Local Authority’s obligations under the HRAS system shall continue in accordance with the Local Government and Housing Act 1989.

4.4 Provided that the condition precedent in clause 4.1 has been met then this agreement shall become fully effective as an agreement under section 80B of the Local Government and Housing Act 1989. As such, the Local Authority will be excluded from HRAS system for the duration of this agreement.

5. **LIMIT ON INDEBTEDNESS**

5.1 The Local Authority agrees that, following payment of the Settlement Payment, its HRA CFR shall not exceed the Indebtedness Limit at the 31 March each year.

5.2 The Local Authorities Indebtedness Limit will be sufficient to cover the following:

(a) **Existing borrowing** – reflecting the closing HRA CFR at the 31 March 2014. This was identified in “Cell 3000” of the Local Authority’s Audited HRAS 13-04(W) claim form. The sum total of which equates to [DN insert figure – will be available December]

(b) **Borrowing requirements, if any, to meet the Welsh Housing Quality Standard** – provided by the Local Authority in support of its HRA Business Plan and 2014/15 application for Major Repairs Allowance. The total sum for the Local Authority is [DN insert figure - this is a fixed amount now known for each LHA].

(c) **50 per cent of the borrowing identified for new housing supply** - provided by the Local Authority in support of its HRA Business Plan and
2014-15 application for Major Repairs Allowance. The total sum for the Local Authority is [DN insert figure - this is a fixed amount now known for each LHA and included in the consultation document]

(d) **Borrowing Headroom** - the share of the borrowing headroom - which equates to [DN insert figure – this will be known for each LHA December].

(e) **Settlement Payment** – which is the subject of the separate Settlement Determination that will be issued on 31 March 2015 in accordance with Section 132 of the Housing (Wales) Act 2014.

5.3 The Indebtedness Limit can, therefore, be summarised as follows:

\[
\text{Indebtedness Limit} = (a) + (b) + (c) + (d) + (e)
\]

\[
\text{Indebtedness Limit} = \text{[Value (a)] + [Value (b)] + [Value (c)] + [Value (d)] + (e)}
\]

\[
\text{Indebtedness Limit} = \text{[Total Value (a)(b)(c)(d)] + (e) [DN We’ll insert the values once the figures are all known in December]}
\]

Where (a), (b), (c), (d) and (e) refer to the subclauses of clause 5.2.

5.4 The Welsh Ministers will use the HRA CFR at the 31 March each year to monitor the Local Authority’s compliance with its Limit on Indebtedness.

5.5 The Local Authority shall:

5.5.1 provide such information and at such intervals as the Welsh Ministers shall determine from time to time; and

5.5.2 immediately notify the Welsh Ministers if it exceeds or is likely to exceed the Limit on Indebtedness.

5.6 In the event that the Local Housing Authority has exceeded the Limit on Indebtedness identified in clause 5.2 on the 31 March in any financial year, the Welsh Ministers shall be entitled to reduce any [capital or revenue grant funding] due from the Welsh Ministers to the Local Authority by such an amount equivalent to the excess.
6. FREEDOM OF INFORMATION

6.1 The parties acknowledge that both the parties are subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and cooperate with the other (at its own expense) to enable the other party to comply with these Information disclosure requirements.

6.2 Each party shall be responsible for determining at its absolute discretion whether any other Information:

6.2.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;

6.2.2 is to be disclosed in response to a Request for Information.

6.3 Each party shall ensure that all Information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the other party to inspect such records as requested from time to time.

6.4 Each party acknowledges that any lists provided by it outlining Confidential Information are of indicative value only and that the other party may nevertheless be obliged to disclose Confidential Information in accordance with the FOIA.

7. AUDIT

7.1 The Local Housing Authority shall allow the Welsh Ministers, their agents, representatives and auditors, and/or a regulatory body to conduct an audit for the following purposes:

7.1.1 to review the Local Housing Authority’s compliance with its obligations under clauses [INSERT DETAILS OF OTHER CLAUSES WHERE SPECIFIC RIGHT OF AUDIT REQUIRED];

7.1.2 to review any records created pursuant to its obligations under this agreement;

7.1.3 to review any books of account kept by the Local Housing Authority in connection with this agreement; and

7.1.4 to verify the accuracy and completeness of any management information delivered or required by this agreement.
7.2 Subject to the Welsh Ministers’ obligations of confidentiality, the Local Housing Authority shall on demand provide the Welsh Ministers and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

7.2.1 all information requested by the Welsh Ministers within the permitted scope of the audit;

7.2.2 reasonable access to any premises controlled by the Local Housing Authority; and

7.2.3 access to the Staff.

7.3 The Welsh Ministers shall endeavour to (but is not obliged to) provide at least 15 days’ notice of its intention to conduct an audit.

7.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material breach of the terms of the agreement by the Local Housing Authority in which case the Local Housing Authority shall reimburse the Welsh Ministers for all the Welsh Ministers’ reasonable costs incurred in the course of the audit.

7.5 If an audit identifies that the Local Housing Authority has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Local Housing Authority’s failure relates to a failure to provide any information required by the Welsh Minister pursuant to the terms of this agreement, then the remedial plan shall include a requirement for the provision of all such information.

8. DATA PROTECTION

8.1 The Local Housing Authority shall (and shall procure that any of its Staff involved in the provision of the agreement) comply with any notification requirements under the Data Protection Legislation and will duly observe all its obligations under the Data Protection Legislation, which arise in connection with the agreement.

8.2 The Local Housing Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause the Welsh Ministers to breach any of its applicable obligations under the Data Protection Legislation.
8.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

9. ASSIGNMENT AND OTHER DEALINGS

[DN: depending on ongoing matters will determine if this clause is necessary]

9.1 The Welsh Ministers may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement.

9.2 The Local Housing Authority shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

10. CONFIDENTIALITY

10.1 Each party shall keep the other party’s Confidential Information confidential and shall not:

10.1.1 use such Confidential Information except for the purpose it is intended under this agreement (Permitted Purpose); or

10.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

10.2 A party may disclose the other party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

10.2.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

10.2.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

10.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.
provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.4 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

10.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

10.6 On termination of this agreement, each party shall:

10.6.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

10.6.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

10.6.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party under this agreement.

10.7 The provisions of this clause 10 shall continue to apply after termination or expiry of this agreement.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, this agreement will terminate automatically in the event that:
11.1.1 Any Local Housing Authority fails to make a Settlement Payment on the 2nd April 2015;

11.1.2 Any Local Housing Authority fails to borrow funds to meet its Settlement Payment from the Public Works Loans Board;

11.1.3 the Local Government and Housing Act 1989 is amended (as envisaged in the current draft of the UK Wales Bill) or such other legislation is introduced so as to provide the Welsh Ministers with powers to determine limits on indebtedness and the Welsh Ministers exercise such powers by making a determination which will supersede the effect of this agreement.

12. CONSEQUENCES OF TERMINATION

12.1 On termination or expiry of this agreement, the following clauses shall continue in force: clause 6 (Freedom of Information), clause 7 (Audit), clause 8 (Data Protection), clause 9 (Assignment), clause 10 (Confidentiality) and clauses 13 to 23 (inclusive).

12.2 In the event that this agreement terminates in accordance with clauses 4.2 or 11, the Local Housing Authority's obligations to continue to pay negative HRAS amount under section 80 of the Local Government and Housing Act 1989 shall continue.

12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the Welsh Ministers that have accrued up to the date of termination or expiry.

13. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
15. **SEVERABILITY**

15.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

16. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. **THIRD PARTY RIGHTS**

17.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

18. **PUBLICITY**

The Local Housing Authority shall not:

18.1.1 make any press announcements or publicise this agreement or its contents in any way; or

18.1.2 use the Welsh Ministers’ or the Welsh Government's name or logo in any promotion

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Welsh Ministers.

19. **NOTICES**

19.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
19.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.1.2 sent by fax to its main fax number.

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. ENTIRE AGREEMENT

20.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it [AND REFER TO ANY OTHER NECESSARY DOCUMENTS] constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all
the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

22. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

23. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
This agreement has been entered into on the date stated at the beginning of it.

Signed by [ ] ...........................................
for and on behalf of the Local
Authority

Signed by [ ] ...........................................
under authority of the Minister for
Communities and Tackling Poverty
one of the Welsh Ministers