

Date 9th November 2005

HARI AGREEMENT

Carol Chen
Head of Legal & Democratic Services
Town Hall
Watford
Herts WD17 3EX

Ref: W10029-268

This Agreement is dated the 9th day of November 2005 between the Parties referred to in Appendix 1

Recitals.

The purpose of this Agreement is to establish a partnership between the Councils and the RSL's to be known as the Housing and Regeneration Initiative (HARI).

The purpose of HARI is to:

- Maximise the delivery of affordable housing in the geographical region covered by the Councils.
- To assist the Councils to attract the maximum funding available and to meet the strategic housing objectives of all the parties.
- To assist in the delivery of housing management related projects

It is hereby agreed as follows;

1. The parties will establish a Committee to be known as the HARI Board to oversee the day to day operation of HARI.
 - 1.2 **The terms of reference for the HARI Board are as follows:**
 - 1.2.1 To ensure that all parties adhere to the terms of this agreement
 - 1.2.2 To monitor control and review the operation and structure of HARI including approving the business plan and the work plan
 - 1.2.3 To establish appoint and review all staff to be employed to work for HARI
 - 1.2.4 To consider issues raised by any party and make any recommendations as required to either the Councils or the RSL's for action
 - 1.2.5 To consider and approve all policies relating to the operation of HARI
 - 1.2.6 To set HARI's budget on an annual basis and to agree how HARI will be funded and to receive HARI accounts
 - 1.2.7 To set up any sub committees or groups to undertake projects or tasks as the Board deem necessary
 - 1.2.8 To select RSL's to become Preferred Development Partners

- 1.2.9 To consider any applications to join HARI and agree new parties subject to ratification by the Annual General Meeting (AGM)
- 1.2.10 To deselect RSL's as Preferred Development Partners
- 1.2.11 To suspend or terminate the membership of any party from HARI
- 1.2.12 To consider and determine any claim or dispute that may arise between any of the parties under this Agreement relating to the working of HARI or the implementation of this agreement.

1.3 The membership of the HARI Board shall consist of the following:

- 1.3.1 One Executive Member of each of the Councils
- 1.3.2 The Chief Housing Officer or their nominee of each of the Councils
- 1.3.3 An equal number of RSL representatives to the number of Council Chief Housing Officer Representatives. Selected annually by ballot of all RSL parties at the AGM, no RSL may have more than 1 representative on the Board

1.4 Conduct of Board meetings

- 1.4.1 The Chair of the Board will be one of the Executive Members of any Council. The Chair will alternate for every meeting. The Chair will remain Chair for all consultation purposes from the close of one meeting until the commencement of the next meeting. For the first meeting after the commencement of this agreement the Chair will be the Executive Member of WBC
- 1.4.2 The Board will meet at least once every three months, any Board member can request the summoning of any additional meetings in consultation with the Chair
- 1.4.3 The Board will be quorate when at least four members are present
- 1.4.4 Voting will be by a show of hands and a simple majority will prevail. In the event of a tied vote the Chair will have a casting vote.
- 1.4.5 Any member who has either a personal or a personal and prejudicial interest as defined by the Model Code of Conduct for Councillors in respect of any item of business before the Board must make the necessary declaration before the commencement of any consideration of that item. The member must leave the room and take no part in the discussion or voting on the item if

- the interest is both personal and prejudicial or if an RSL member it relates directly to the RSL they are either employed by or are a member of.
- 1.4.6 All agendas will be published at least 5 clear days in advance of every meeting and circulated to all parties. Minutes will be taken and circulated to all parties no later than 7 working days after the meeting.
 - 1.4.7 All meetings will be in public unless an item to be discussed is either exempt or confidential information
 - 1.4.8 Any party will be entitled to attend any Board meeting and at the discretion of the meeting speak.
 - 1.4.9 All Board members will have the full authority of the party they represent to make any necessary decisions that will bind that party.

2 Funding

- 2.1 Each party will contribute to the financing of HARI annually. The HARI Board will set the budget and will determine the payment to be made from each party annually (including any anticipated levy from development) and not later than the 28th February in the preceding financial year. The party hosting the accounts will within 21 days of receipt of notification of the budget and contributions to be levied send a written demand for those contributions addressed to the parties. All payments must be received by party hosting the HARI accounts by no later than the 30th June in any financial year, for that year. Should any party not have paid their required contribution by that date the party will be automatically suspended from membership of HARI, and a report will be submitted to the next Board meeting. Should the defaulting party not have paid by the date of the Board meeting or be able to provide an explanation for failure to pay that satisfies the Board the Board will consider termination of that party's membership.
- 2.2 Should the amount demanded from any party and paid in relation to the levy be too little in relation to actual completed units during the financial year the difference will be added to the demand for the following financial year. Should the amount demanded from any party and paid be too great the party will receive a credit in the subsequent financial year.
- 2.3 Should the party defaulting be a host party for either staff employed by HARI or accounting then the Board will appoint a new party to be host. The

defaulting party will transfer all materials, equipment and staff to the new host within 3 calendar months of receiving notice of termination.

2.4 The Board will cause to be published and sent to all parties the amount of contributions required from each party to fund HARI

2.5 Following the setting of the initial budget after the commencing of this agreement the Board when setting future years budgets will not increase the total budget available to HARI by more than the percentage figure specified in the retail price index for the month of January immediately preceding the setting of the budget

3 Hosting

3.1 The HARI Board will at its first meeting select a Council, or Councils to act as the host for staff, equipment and operation of HARI's accounts.

3.2 The name of the host(s) will be sent to all parties within 14 days of their appointment.

3.3 Staff

The Board will engage such staff as it considers necessary to ensure the efficient and effective running of HARI, at least one member of staff will be employed as the HARI partnership coordinator who will be responsible to the Board for the day to day operational organization of HARI.

3.4 All staff engaged by the Board will be employed by the host party and will be subject to the usual terms and conditions of employment of that party. Should the Board engage a member of staff who is already in the employ of a party to this agreement the member of staff will remain an employee of that party and will be seconded to the host party. The Board will appoint staff according to the host party's recruitment procedures. The Board will select who from the Board will be on any appointment panel.

3.5 In the event of it becoming necessary for what ever reason to terminate the employment of any staff engaged by the Board HARI will be responsible for all termination payments and any consequential compensation payments or damages awarded to the employee in consequence of that termination, save that in the event of redundancy, any period of employment where the employee was immediately prior to their engagement by the Board employed by either the host party or any other party the host party or other employing

party will pay themselves the element of redundancy related to that period of employment.

- 3.6 In the event that HARI is required to pay any sums as referred to in 3.5 above the Board will be able to demand from each party such additional sums as it sees fit to cover the amount(s) due, and each party will be obliged to pay to the host accounting party the sum due from them within 28 days of written demand being received. Failure to pay by any party will have the same consequences as set out in 2.1 and 2.2 above and will also be a recoverable as a debt.
- 3.7 The HARI partnership coordinator will report directly to the Board but will, together with all other staff engaged by the Board be line managed by a named nominee of the host party.
- 3.8 The Host party will arrange for any staff engaged by the Board to be accommodated within the host organization and provided with all necessary materials and equipment to undertake their duties
- 3.9 The Board when setting its budget will include sufficient funds to reimburse the host party for all costs incurred by that party in employing staff engaged by the Board, including any on secondment the provision of accommodation and equipment and materials, associated support and for the provision of accounting services.
- 3.10 The Board will agree annually an appropriate fee with the host party for its services under 3.9 above. The calculation of the fee will be consistent with the Host parties accounting practices in respect of such partnerships. The fee will be paid quarterly in arrears on the first working days of January, April, June and September.
- 3.11 The host party responsible for keeping HARI accounts will be responsible for submitting quarterly accounts to the Board for its consideration and a full set of audited accounts to the Board within 3 months of the close of the financial year. For the avoidance of doubt the financial year will be from 1st April to 31st March.
- 4.0 Annual General Meeting**
- 4.1 In June of every year HARI will hold an event known as the Annual General Meeting (AGM) the purpose of the event is for all staff and members of the

parties to meet to discuss the operation of HARI to monitor and review its past performance and consider its future work programme.

- 4.2 The AGM will be chaired by the Board Chair and any decision making will be by way of a show of hands and simple majority. In the event of a tied vote the Chair will not have a casting vote and the decision will be deemed not to be carried.
- 4.3 The AGM can make recommendations to the Board on changes to the operation of the Board, and its structure and membership.
- 4.4 The Board will also seek approval from the AGM of any new parties to HARI it has considered since the previous AGM. No new party will formally become a party to this agreement until ratified by the AGM.
- 4.5 The AGM will be the forum where RSL parties are balloted for selecting members to the Board.

5.0 Preferred Development Partners

- 5.1 A number of the RSL's have the status of Preferred Development Partners.
- 5.2 The Board has the responsibility of selecting RSL's to be Preferred Development Partners and for de-selection. The criteria the Board will use for both is set out in a protocol entitled 'Selection and Deselection of Preferred Development Partners' which will be circulated to each party. The protocol will be reviewed at least annually by the Board.

6.0 Termination

- 6.1 Any party wishing to terminate their membership of HARI must submit written notice of termination to the HARI partnership co-ordinator. The notice period for termination by a party is 12 months. The notice will expire on the 31st March in any year
- 6.2 The Board can terminate the membership of any party in accordance with paragraph 2.1 above.
- 6.3 The Board can terminate the membership of a party on receipt of a written request from an RSL, WBC or TRDC and following a hearing into the reasons for the request, giving the party subject to the written request the opportunity to appear before the Board and make representations. In the event that the Board accedes to the request the party will be given 3 months

notice of termination and will be entitled to a refund of its contribution for the period it ceases to be a party. If the party is a host it will transfer all staff materials and equipment to the host nominated by the Board on the expiration of the 3 month period.

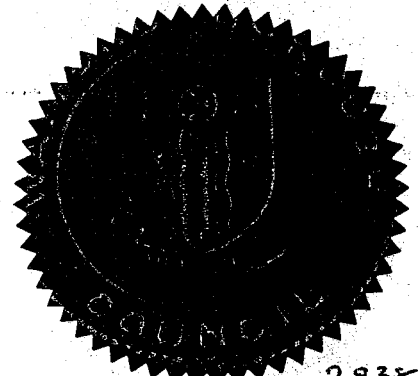
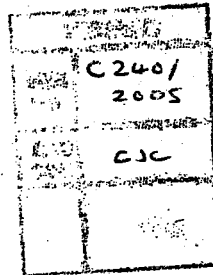
6.4 In the event that either WBC or TRDC serve notice of termination this Agreement will cease at the expiration of the notice period. All monies or assets purchased by HARI will if in surplus at the end of the notice period be used to defray any expenses involved in the dissolution of HARI in the first instance, then be divided in accordance with the proportion of the contributions levied amongst all the parties.

6.5 The host party will be responsible for accounting to all the other parties in the event of 6.4 above within 3 months of the end of this Agreement and for circulating a final set of audited accounts.

The Parties hereby confirm and declare that the signatories to this Agreement are duly authorised to enter into it and have full and ostensible authority to act on their behalf.

**THE COMMON SEAL of THE
WATFORD BOROUGH COUNCIL**
affixed in the presence of

Angela Walsh
Head of Legal & Democratic Services
Law Manager



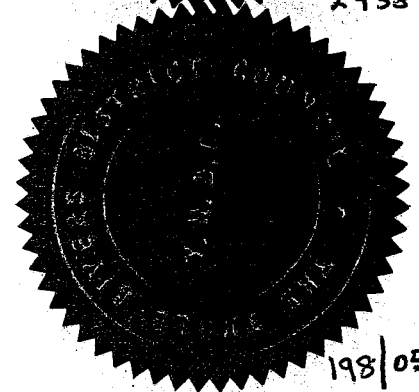
**THE COMMON SEAL of THREE
RIVERS DISTRICT COUNCIL**
Affixed in the presence of

One & More

~~SOLICITOR TO THE COUNCIL
DIRECTOR OF CORPORATE RESOURCES~~

**THE COMMON SEAL of ALDWYCK
HOUSING ASSOCIATION**
Affixed in the presence of

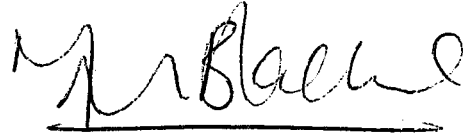
Tracy Williams
Director of Property Services



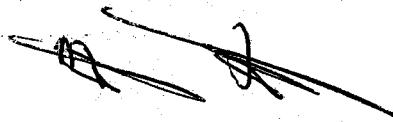
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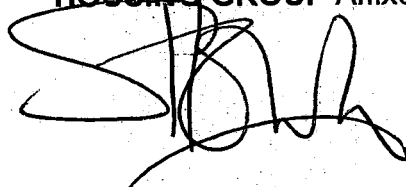
THE COMMON SEAL of ANGLIA HOUSING GROUP Affixed in the presence of



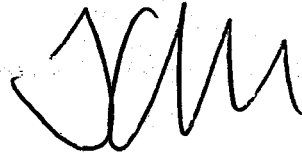
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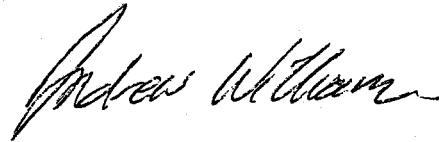
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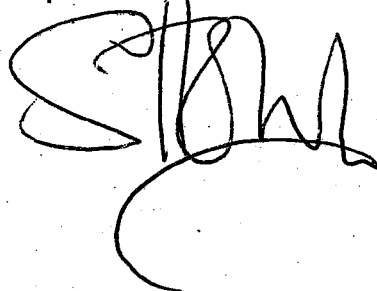
THE COMMON SEAL of L&Q BEACON Affixed in the presence of



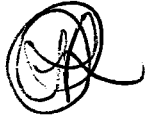
THE COMMON SEAL of PLACES FOR PEOPLE Affixed in the presence of



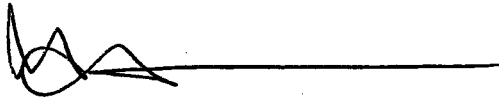
THE COMMON SEAL of RIVERSMEAD HOUSING ASSOCIATION Affixed in the presence of



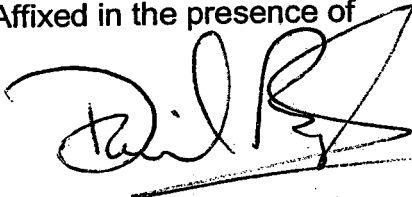
**THE COMMON SEAL of WATFORD and
DISTRICT YMCA** Affixed in the presence of



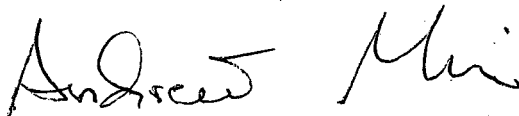
**THE COMMON SEAL of RIDGEHILL
HOUSING ASSOCIATION**
Affixed in the presence of



**THE COMMON SEAL of HIGHTOWN
PRAETORIAN and CHURCHES
HOUSING ASSOCIATION**
Affixed in the presence of



**THE COMMON SEAL of PARADIGN
HOUSING GROUP**
Affixed in the presence of



**THE COMMON SEAL of SANCTUARY
HOUSING ASSOCIATION**
Affixed in the presence of

**THE COMMON SEAL of HANOVER
HOUSING ASSOCIATION**
Affixed in the presence of

~~THE COMMON SEAL of WARDEN
HOUSING ASSOCIATION Affixed in the
presence of~~

THE COMMON SEAL of METROPLITAN
HOUSING TRUST Affixed in the presence of

George Atkins

~~THE COMMON SEAL of ACTON HOUSING
ASSOCIATION Affixed in the presence of~~

~~THE COMMON SEAL of ASRA GREATER
LONDON HOUSING ASSOCIATION
LIMITED Affixed in the presence of~~

~~THE COMMON SEAL of CIRCLE 33
HOUSING ASSOCIATION Affixed in the
presence of~~

~~THE COMMON SEAL of ENGLISH
CHURCHES HOUSING GROUP Affixed in the
presence of~~

**THE COMMON SEAL of HOUSING 21
HOUSING ASSOCIATION** Affixed in the
presence of

**THE COMMON SEAL of RICKMANSWORTH
CHURCHES HOUSING ASSOCIATION**
Affixed in the presence of

**THE COMMON SEAL of THE SALVATION
ARMY HOUSING ASSOCIATION**
Affixed in the presence of

APPENDIX 1

The Parties

Watford Borough Council of Town Hall, Watford, Hertfordshire, WD17 3EX (**WBC**)

Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**TRDC**)

together known as the Councils

Aldwyck Housing Association of 6 Houghton Hall Business Park, Porz Avenue, Houghton Regis, Bedfordshire, LU5 5UZ (**Aldwyck**)

Anglia Housing Group of 6 Central Avenue, St. Andrews Business Park, Thorpe St. Andrew, Norwich, Norfolk, NR7 0HR (**Anglia**)

Origin Housing Group of 110 Eversholt Street, London, NW1 1BS (**Origin**)

Network Housing Group of Olympic Office centre, 8 Fulton Road, Wembley, Middlesex, HA9 0NU (**Network**)

L&Q Beacon of Beacon House, 50 Stoke Road, Slough, Berkshire, SL2 5AW (**Beacon**)

Places for People of 305 Grays Inn Road, London, WC1X 8QF (**PPF**)

Riversmead Housing Association of Riversmead House, 36 Ware Road, Hertford, SG13 7HH (**Riversmead**)

Watford and District YMCA of Charter House, Charter Place, Watford, Hertfordshire, WD1 2RT (**YMCA**)

Ridgehill Housing Association of 12 Elstree Way, Borehamwood, Hertfordshire, WD6 1JE (**Ridgehill**)

Hightown Praetorian and Churches Housing Association of 70 Queensway, Hemel Hempstead, Hertfordshire, HP2 5AD (**Hightown**)

Paradigm Housing Group of 1 White Hill, Chesham, Buckinghamshire, HP5 1AB, (**Paradigm**)

~~**Sanctuary Housing Association** of White Lion House, Town centre, Hatfield, Hertfordshire, AL10 0JL (**Sanctuary**)~~

~~**Hanover Housing Association** of 1 Bridge Close, Staines, Middlesex, TW18 4TB (**Hanover**)~~

~~**Warden Housing Association** of Malt House, 281 Field End Road, Eastcote, Ruislip, Middlesex, HA4 9XQ (**Warden**)~~

**Metropolitan Housing Trust of Cambridge House, 109 Mayes Road, London, N22 6UR
(Metropolitan)**

~~**Aeton Housing Association of Capital House, 25 Chapel Street, London, NW1 5DH
(Acton)**~~

~~**ASRA Greater London Housing Association Limited of Asra House, No 1 Long Lane,
London, SE1 4PG (ASRA)**~~

~~**Circle 33 Housing Association of 3 Corsica Street, Highbury, London, N5 1JG (Circle
33)**~~

~~**English Churches Housing Group of 3 Bede Island Road, Leicester, LE2 7EA
(English Churches)**~~

~~**Housing 21 Housing Association of The Triangle, Baring Road, Beaconsfield,
Buckinghamshire, HP9 2NA (Housing 21)**~~

~~**Rickmansworth Churches Housing Association of Wensum Court, High Street,
Rickmansworth, Hertfordshire, WD3 1BR (Rickmansworth Churches)**~~

~~**The Salvation Army Housing Association of 229-230 Shoreditch High Street, London,
E1 6PJ (SAHA)**~~

together known as the RSLs.