

THIS REFURBISHMENT AGREEMENT is made BY DEED the day of ..... 200...  
BETWEEN :-

- 1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of Town Hall, Peckham Road, London SE5 8UB (hereinafter called "Southwark")
- 2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall, Catford, London SE6 4RU (hereinafter called "Lewisham")

#### RECITALS

- 1) Southwark is the Local Housing Authority for the district within which the Southwark properties are situated and pursuant to Sections 1 and 2 of the Housing Act 1985 ("the Act") and pursuant to the powers contained in the Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation
- 2) Lewisham is the accountable body for the purposes of the Silwood Single Regeneration Budget ("the Project") and is responsible for co-ordinating and progressing a range of redevelopment and regeneration initiatives on the Estate in accordance with an agreed Delivery Plan to which Southwark is a party and which has been approved by the Secretary of State for the Environment, Transport and the Regions
- 3) Under Phase LBS2 of the Delivery Plan it is proposed that Lewisham will procure the refurbishment of certain properties owned by Southwark
- 4) Pursuant to Section 27 of the Act and with the consent of the Secretary of State, Southwark has agreed that Lewisham shall act as its agent to carry out the refurbishment of the Southwark properties and to exercise for that purpose such of Southwark's housing management functions as are set out in this Agreement.

NOW IT IS AGREED THAT: -

#### 1. Definitions and Interpretation

In this Agreement :

- 1.1 "Lewisham's Solicitor" means Kath Nicholson (Head of Law) of Town Hall Rushey Green, Catford, London SE6 4RU or such other person as may be appointed from time to time to perform the responsibilities of Lewisham's Solicitor under the terms of this Agreement

- 1.2 “Southwark’s Solicitor” means Deborah Holmes (Borough Solicitor and Secretary) of Town Hall, Peckham Road, London SE5 8UB or such other person as may be appointed from time to time to perform the responsibilities of Southwark’s Solicitor under the terms of this Agreement
- 1.3 “Commencement date” means ..... 200...
- 1.4 “Contract” means a contract **or contracts** entered into by Lewisham for the carrying out of the Refurbishment (or any part thereof)
- 1.5 Contractor means a Contractor under a Contract
- 1.6 “Dwellings” means together the Tenanted Properties and the Leasehold Properties as set out in Schedule 1 Part B to this Agreement and for the avoidance of doubt includes:
- a) any part of a building occupied or intended to be occupied as a separate dwelling house,
  - b) any garages, land, gardens, outhouses, private paths or driveways let with such dwelling houses
- and “Dwelling” shall be construed accordingly
- 1.7 “Estate” means Silwood Estate, Rotherhithe, London SE16 being partly within the London Borough of Southwark and partly in the London Borough of Lewisham
- 1.8 “Expiry Date” means the expiry of the latest defects liability period under a contract”**
- 1.9 “Lease” means a lease of a Leasehold Property granted under Part V of the Act (Right to Buy)
- 1.10 “Leaseholder” means the owner of a Leasehold Property
- 1.11 “Leasehold Properties” means those of the properties in the freehold ownership of Southwark briefly described in Schedule 1 Part B (being part of the Estate) as are from time to time subject to Leases and “Leasehold Property” shall be construed accordingly
- 1.12 “Lewisham’s Obligations” means the obligations on the part of Lewisham set out in Schedule 2
- 1.13 “Lewisham’s Representative” means the officer appointed by Lewisham under Clause 3.2
- 1.14 “Lewisham’s Standing Orders” means Lewisham’s Constitution and Contract Procedures Rules for the time being in force
- 1.15 “Planning Permission” means planning permission issued by Southwark (as Local Planning Authority) authorising the Refurbishment of the Dwellings

pursuant to the application dated [.....] completed [.....]  
and revised to [.....] and given the reference [.....] in the  
form of the draft contained in Annex [.....]

- 1.16 “Programme” means the estimated timetable for the Refurbishment of the Dwellings or such amended timescale as may be notified to Southwark in writing from time to time
- 1.17 “Refurbishment” means the refurbishment of the Dwellings to be carried out by Lewisham in accordance with this Agreement
- 1.18 “Southwark’s Obligations” means the obligations on the part of Southwark set out in Schedule 3
- 1.19 “Southwark’s Representative” means the officer to be appointed by Southwark under Clause 4.2
- 1.20 “Southwark’s Standing Orders” means Southwark’s Constitution and Contract Procedure Rules for the time being in force**
- 1.21 “SRB” means the Single Regeneration Budget allocated to Lewisham for the refurbishment**
- 1.22 “SRB Funds” means the sum of £3,000,000**
- 1.23 “Tenant” means the person occupying a Tenanted Property under a Secure Tenancy
- 1.24 “Tenanted Properties” means those of the properties in the freehold ownership of Southwark briefly described in Schedule 1 Part A (being part of the Estate) as are subject to Tenancies
- 1.25 “Tenancy” means the tenancy of a Tenanted Property granted under Part IV of the Housing Act 1985
- 1.26 “Working Day” means any day Monday to Friday (Inclusive) but excluding Bank and Public Holidays
- 1.27 words importing the masculine gender include the feminine and the neuter and vice versa
- 1.28 words importing the singular include the plural and vice versa
- 1.29 references to persons include bodies corporate and vice versa
- 1.30 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally
- 1.31 the Clause headings shall not affect the construction of this Agreement
- 1.32 save where otherwise stated any reference to a numbered Clause, Schedule or Annex means the Clause or Schedule or Annex in this Agreement which is so numbered



2. Duration of Agreement

**This Agreement shall subsist from the Commencement Date until the expiry date**
3. Lewisham's Obligations
  - 3.1 Lewisham shall, subject to and in accordance with this Agreement, **carry out** Lewisham's Obligations in a proper skilful and professional manner
  - 3.2 Lewisham shall appoint a senior person as its representative empowered to act on behalf of Lewisham for all purposes connected with this Agreement. Any notice, information, instruction or other communication given to Lewisham's Representative shall be deemed to have been given to Lewisham
  - 3.3 Lewisham shall forthwith give notice in writing to Southwark of the identity, address and telephone number(s) of the person appointed as Lewisham's Representative and of any subsequent appointment
4. Southwark's Obligations
  - 4.1 Southwark shall, subject to and in accordance with this Agreement, **carry out** Southwark's Obligations in a proper skilful and professional manner
  - 4.2 Southwark shall appoint a senior person as its representative empowered to act on behalf of Southwark for all purposes connected with this Agreement. Any notice, information, instruction or other communication given to Southwark's Representative shall be deemed to have been given to Southwark
  - 4.3 Southwark shall forthwith give notice in writing to Lewisham of the identity, address and telephone number(s) of the persons appointed as Southwark's Representative and of any subsequent appointment
5. Indemnity
  - 5.1 Lewisham shall be liable for and shall fully and effectually indemnify Southwark and its employees agents and Contractors against all reasonable and proper liabilities, damages, costs, claims and demands and proceedings arising out of any negligent act or omission of Lewisham or any failure by Lewisham to comply with Lewisham's Obligations or any other breach by Lewisham of any provision of this Agreement
  - 5.2 Southwark shall be liable for and shall fully and effectually indemnify Lewisham and its employees agents and Contractors against all reasonable and proper liabilities, damages, costs, claims and demands and proceedings

arising out of any negligent act or omission of Southwark or any failure by Southwark to comply with Southwark's Obligations or any other breach by Southwark of any provision of this Agreement

5.2.2 Southwark shall further fully and effectually indemnify Lewisham against any liability to repay SRB funds arising out of any dealings with or disposal or use of the Southwark properties **by Southwark** after the date of this Agreement

#### 6.0 Value Added Tax

Any payments by either party hereto to the other party pursuant to the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and in so far as such payments fall to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice

#### 7.0 Assignment and Sub-Contracting

7.1 Neither party shall be entitled to assign the benefit or burden of this Agreement or any part thereof **without the written approval of the other party and of the Secretary of state and the assigning party shall within 14days give written notice of assignment to the other party**

7.2 Lewisham may not sub-contract Lewisham's Obligations or any part thereof except to the extent permitted by law and then only with the written approval of Southwark, such consent not to be unreasonably withheld or delayed save that Lewisham shall be entitled to enter into one or more contracts for the Refurbishment with a Contractor or Contractors who shall be selected from a list of approved Contractors compiled by Lewisham and whose appointment shall be in accordance with Lewisham's Standing Orders subject to the prior written approval of Southwark, such approval not to be unreasonably withheld or delayed

7.3 Lewisham may employ such professional consultants as it considers necessary in connection with the contract or contracts for the Refurbishment whose appointment shall be in accordance with Lewisham's Standing Orders subject to prior written approval of Southwark, such approval not to be unreasonably withheld or delayed

7.4 Where such contractors and or consultants are appointed Lewisham will ensure that so far as is applicable to the services provided by such contractors and consultants they:

- 7.4.1 adopt safe methods of work and comply with all other requirements of the Health & Safety at Work Act 1974 in order to protect the health and safety of its personnel and those of Southwark and all other persons;
- 7.4.2 take account of the Disability Discrimination Act 1995 and comply with the Codes relevant to the provision of the **refurbishment**
- 7.4.3 comply with all requirements of SRB funding including but not limited to the requirements set out in regulations, guidance, instructions or recommendations issued by the Association of London Government and the Government Office for London and any other authorised body relevant to the provision of these Services.

## 8.0 Contract Terms

- 8.1 The terms of any contract or **contracts** entered into by Lewisham for **or in connection** with the Refurbishment shall be agreed by both parties acting reasonably provided that neither party shall be entitled under this Agreement to require the other party to do anything which would be contrary to the other party's Standing Orders
- 8.2 Lewisham shall be entitled to make any necessary variations to any contract **or contracts for or in connection with** the Refurbishment Provided that any proposed variations to the agreed Specification for the Refurbishment shall be subject to the **prior written approval of Southwark such approval not to be unreasonably withheld or delayed**

## 9. Dispute Resolution

- 9.1 The parties to this Agreement shall in the first instance use their best endeavours to negotiate and settle any dispute arising between them
- 9.2 If any dispute cannot be settled amicably through ordinary negotiations between the respective Representatives of the parties within 10 days of the dispute commencing, the dispute shall be referred to Southwark's Directors of Housing and Lewisham's Head of Housing (or their respective nominated representatives) who shall meet as soon as reasonably practicable in order to attempt to resolve the dispute. If the parties are unable to settle any dispute by this further process of negotiation within 14 days, either party may refer the matter for mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure
- 9.3 To initiate a mediation, a party shall give notice in writing ("ADR Notice") to the other requesting a mediation and specifying a mediator. If there is any

point on the conduct of the mediation (including the nomination of the mediator) upon which parties cannot agree within 10 days, CEDR shall, at the request of either party, decide that point for the parties, having consulted with them

- 9.4 Both parties agree to co-operate fully with any mediator appointed, and to bear their own costs and one half of the fees and expenses for such mediation, unless a different agreement as to costs and fees and expenses for such mediation is reached as part of the settlement arrived at as a result of the mediation
- 9.5 Where mediation is abandoned or the mediation fails to resolve the dispute, the dispute shall be referred for determination to an Expert to be agreed upon by the parties within 10 working days of the dispute arising or in default of such agreement to be nominated by the President for the time being of the Law Society or a person appointed by him
- 9.6 The parties agree to co-operate with any Expert appointed under Condition 9.5 and the Expert shall be entitled to make such decision or award as he thinks just and equitable having regard to all the circumstances then existing. The costs of the Expert shall follow the event or in case of neither party succeeding such costs shall be apportioned between the parties by the Expert in such proportions as he in his absolute discretion thinks fit
- 9.7 Any determination or decision under condition 9.6 shall be final and binding on both parties save in the event of fraud or a mistake in law or material fact by the Expert
- 9.8 Until such time as a dispute between Lewisham and Southwark is resolved or determined the parties shall continue to observe and comply with their respective obligations under this Agreement

## 10. Funding

- 10.1 The total budget for the Refurbishment inclusive of all fees is £3,000,000 which sum includes a 5% contingency figure which will be held as such for as long as Lewisham in its discretion considers necessary
- 10.2 In the event that the budget is exceeded the contingency sum will be called upon first and if it does not meet the overspend then Lewisham shall consult with Southwark in respect of any change or curtailment of the Refurbishment considered necessary Provided that in no circumstances shall Lewisham be required by Southwark to do anything which would lead to the total budget for the Refurbishment being exceeded



10.3 If it appears that there will be surplus funds **following** completion of the Refurbishment, Southwark shall be invited to suggest additional items of work to minimise or extinguish such surplus funds, provided that the carrying out of any such additional items **of work** shall be at the discretion of Lewisham

11. Meetings

9.1 Lewisham's and Southwark's Representatives shall at a mutually convenient time hold a monthly site meeting at which Lewisham will ensure the presence of a representative of the Contractor or Contractors and (where applicable) any consultant employed in connection with the Refurbishment and to which Southwark shall invite at least one resident representative

11.2 Any other meetings shall be held as reasonably required by either party

12. Insurance

Lewisham shall throughout the contract term maintain or ensure that the contractors and any consultants procure such insurances **as are in the reasonable opinion of Lewisham** necessary to cover liabilities which may arise under this Agreement, and shall provide Southwark with certified copies of the insurance policy upon written request. **In exercising its discretion in this regard, Lewisham shall have due regard to Southwark's best interests.**

13. Publicity

Neither party may undertake any publicity or place any advertisement referring to the other party without the prior written permission of the other party and each party will ensure that any publicity or advertisement acknowledges the support of the other and the SRB save that this Clause shall not apply to any notices or publicity required by law **or either parties Standing Orders.**

14. Legal Proceedings & Observance of Instructions

14.1 If requested to do so by Southwark's Representative, Lewisham shall provide Southwark with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which it may become involved or any relevant disciplinary hearing internal to Southwark and shall give evidence in such inquiries or proceedings or hearings, arising out of this Agreement

- 14.2 Lewisham shall observe and comply with any reasonable instructions or directions properly given or made by Southwark's Representative in accordance with this Agreement
- 14.3 If requested to do so by Lewisham's Representative, Southwark shall provide Lewisham with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which it may become involved or any relevant disciplinary hearing internal to Lewisham and shall give evidence in such inquiries or proceedings or hearings, arising out of this Agreement
- 14.4 Southwark shall observe and comply with any reasonable instructions or directions properly given or made by Lewisham's Representative in accordance with this Agreement

15. Notices

- 15.1 Any communications made under this Agreement shall be made in writing and delivered by courier, first class post, or facsimile transmission.
- 15.2 Any communication or document to be made or delivered by one person to another pursuant to this Agreement shall be made or delivered to that other person at the address indicated in this Agreement or to such other address or facsimile number as may be notified by the parties to each other from time to time and shall be deemed to have been made or delivered two business days after being deposited in the post postage prepaid in the case of first class post or upon receipt in the case of delivery by courier or upon receipt of a correct answer-back facsimile prior to 5pm on a Working Day
- 15.3 Any change to the address or facsimile number of either party shall only be effective two business days after receipt of notice thereof by the other party hereto

16. Break Clause

- 16.1 In the event that any provision of this Agreement by virtue of which Lewisham is exercising housing management functions as Southwark's agent overlaps with any subsequent management agreement entered into by Southwark with a tenant management organisation (as defined in the Housing Act 1985), then Southwark shall be entitled to determine that provision by giving three months notice ("the three month period") in writing to Lewisham
- 16.2 Where Southwark exercises the right conferred by Clause 16.1 to determine a provision in this Agreement the other provisions of this Agreement shall remain in full force and effect Provided that Lewisham shall be entitled to

determine this Agreement by giving notice in writing to Southwark at any time on or before the expiry of the three month period and in these circumstances and without prejudice to the generality of the indemnity contained in Clause 5 Southwark shall forthwith indemnify Lewisham against all reasonable and proper liabilities, damages, costs, claims and demands and proceedings arising directly or indirectly out of the determination

16.3 For the avoidance of doubt Southwark shall be entitled to exercise the right conferred by Clause 16.1 at different times in relation to different provisions of this Agreement

16.4 For the purpose of this Clause 16.1, a provision in this Agreement will overlap with a subsequent management agreement entered into by Southwark when and to the extent that it relates to the exercise of the same management functions in relation to the same houses or land

## 17. Termination

17.1 Either party shall be entitled to determine this Agreement by written notice served upon the other in the event of any of the following circumstances occurring;

17.1.1 if either party or any employee or other person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this agreement or the award of any contract by Lewisham; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered any fee or reward to any officer contrary to Section 117 Local Government Act 1972 or any amendment or re-enactment thereof;

17.1.2 if Southwark withdraws its authority to Lewisham to act as Southwark's agent in providing the Services

17.1.3 where for reasons outside the reasonable control of the parties the agency arrangements detailed in this Agreement or the terms of them cannot lawfully continue

17.1.4 if either party by its act or omission knowingly causes the other party to be in material breach of any of its statutory duties or obligations

17.1.5 if either party persistently fails to perform or observe any of its obligations under this agreement, provided that the matter is incapable of remedy or it has not been remedied within the time notified to the reasonable satisfaction of the non-defaulting party and the non-defaulting party has used its

reasonable endeavours to resolve the dispute in accordance with clause 9 where applicable

17.2 Termination of this Agreement shall be without prejudice to either party's rights or remedies in respect of any default or breach of contract which may have arisen prior to the date of termination and clauses 5, 6, 9, 10, 13, 15, 17, 18, 19,, 22, 23 and 24 shall continue in full force and effect notwithstanding such termination

17.3. Consequences of termination

17.3. In the event of the termination of this Agreement in its entirety under clauses 16.2 or 17 the following provisions shall apply but without prejudice to the indemnities contained in clause 5 or to any other rights or remedies of the parties in respect of any default or breach of contract which may have arisen prior to the date of Termination:

17.3.1 where such termination is in respect of default by Southwark in observing or performing its obligations under this agreement **or where it is as a result of Southwark withdrawing its authority pursuant to clause 17.1.2**, Southwark shall be responsible for and shall fully and effectually indemnify Lewisham against any liability costs claims or demands arising as a result or in consequence of such termination including any liability to repay SRB funds

17.3.2 where such termination is in respect of default by Lewisham in observing or performing its obligations under this agreement, Lewisham shall be responsible for and shall fully and effectually indemnify Southwark against any liability costs claims or demands arising as a result of termination of the Agreement

17.4 If Lewisham fails to provide the Services in accordance with this agreement and (if the breach is capable of remedy) fails to remedy any breach within a reasonable period of notice of the breach then, without prejudice to any other right or remedy of Southwark in respect of such breach, Southwark may itself provide the Services or arrange for other persons to provide them and may charge Lewisham any reasonable costs incurred by Southwark in so doing

17.5 Where this agreement is terminated pursuant to clauses 16.2, 17.1.2 or 17.1.3 both parties shall use their reasonable endeavours to establish alternative arrangements for the completion of the Services and the Project

18. Survival of this Agreement

Insofar as any provision of this Agreement expressly provides that it shall or may be exercised by a party after the termination or expiry of this Agreement

the said provision shall survive and remain in full force and effect notwithstanding such termination or expiry

19. Law

This Agreement shall be governed by and construed according to English Law

20. Force Majeure

20.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by Force Majeure Events

20.2 The party claiming the Force Majeure Event shall promptly notify the other in writing of the reason for the delay or stoppage (and the likely duration and anticipated effects) and will take all reasonable steps to overcome and mitigate the delay or stoppage

20.3 If that party has complied with clause **20.2**, its performance under this Agreement in relation to the obligations affected by the Force Majeure Event only will be suspended for the period that the Force Majeure event continues and the party will have an extension of time for performance which is reasonable. The party claiming the Force Majeure Event will take all reasonable steps to bring the Force Majeure Event to a close or to find a solution whereby the Agreement may be performed despite the Force Majeure Event and the parties shall co-operate with each other to mitigate the consequences of the Force Majeure Event

21 Inspection & Monitoring

Lewisham shall, so far as is lawfully permissible under the provisions of the Data Protection Act 1998:

21.1 at all times and on reasonable prior notice during the contract or contract period and for a period of six years after the Expiry Date in relation to **Lewisham's obligations** allow Southwark and Southwark's Auditors including the District Auditor and the Local Government Ombudsman and their nominated Officers ("Auditors"), access to all documents however stored and all offices and workplaces as may reasonably be required by Southwark Auditors for the purposes of monitoring and inspecting systems and procedures being used to carry out the Services

21.2 provide such information to Southwark and the Auditors as may reasonably be required for them to be satisfied that the terms and conditions of this

Agreement, and the statutory provisions relating to this Agreement are being complied with

21.3 make available to Southwark and any statutory body responsible for administering SRB funding such information and access to all copies of all documents and provide such regular reports and records as they may reasonably require to satisfy themselves of Lewisham's compliance with the terms of this Agreement

22. Waiver and Cumulative Rights

No failure or delay by either party to exercise any right, power, privilege or remedy under this Agreement shall operate as a waiver. All such rights, powers, privileges and remedies are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.

23 Severance

If any provision of this Agreement is found by any judicial or other competent authority to be invalid unlawful or otherwise unenforceable then such part will be severed from the remainder of this Agreement which shall otherwise continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall promptly commence good faith negotiations to remedy such invalidity

24. Contracts (Right of Third Parties) Act 1999

Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it

IN WITNESS whereof the parties have executed this Deed the day and year first before written

## SCHEDULE 1

### Dwellings

#### Part A

1-99 St. Helena Road

1-20 Oldfield Grove

#### Part B

## SCHEDULE 2

### Lewisham's Obligations

1. Procuring the refurbishment of the Dwellings in accordance with the contract or contracts entered into by Lewisham for the Refurbishment pursuant to this Agreement and in accordance with all European and domestic legislation, the requirements or guidance issued by the statutory body responsible for administering the SRB funding and Lewisham's Standing Orders.
2. Dealing with complaints about any defective works undertaken by Lewisham's contractors under any contract or contracts entered into by Lewisham for the Refurbishment and using reasonable endeavours to procure the rectification of such works.
3. Arranging for the completion of internal refurbishment of two pilot occupied flats prior to the commencement of the main Refurbishment.
4. Arranging for a separate refuge area for Tenants and Leaseholders to be provided by its contractor in the contractor's compound for use between the hours of 8am-5pm, Monday to Friday (excluding Bank Holidays) during the period of the Refurbishment.
5. Arranging for the provision of a Resident Liaison Officer during the period of the Refurbishment to be responsible for organising Tenants' and Leaseholders' choices where possible within the scope of the refurbishment works and arranging access to the Dwellings.
6. Maintaining a site office which will be open between the hours of 8am-5pm, Monday to Friday (excluding Bank Holidays) during the period of the Refurbishment.

7. Procuring collateral warranties for Southwark from its contractors in a form to be approved by Southwark such approval not to be unreasonably withheld or delayed.

SCHEDULE 3  
Southwark's Obligations

1. Where payments are required to be made to any Tenant or Leaseholder under the provisions of their respective Tenancy or Lease with Southwark or under any other agreement or arrangement made with Southwark such payments shall be made by Southwark
2. If at any time during the programme of works the circumstances of a Tenant or Leaseholder of a Dwelling are such that they require a temporary move, Southwark will promptly arrange at its own expense the provision of temporary accommodation and shall be responsible for all costs and expenses in connection therewith.
3. Southwark will carry out regular consultation with Tenants and Leaseholders with regard to the Refurbishment by means of general newsletters on-estate meetings and dialogue with individual Tenants and Leaseholders where necessary
4. Southwark will where possible promptly arrange access as far as is possible to any properties which Lewisham's contractors have been unable to gain access to upon receiving written notification of such inability to gain access from Lewisham
5. Southwark will forthwith notify Lewisham of the completion of any Lease of a Dwelling and confirms that as at the date of this Agreement the Dwellings set out in Schedule 1 Part B of this Agreement are subject to Leases.

The Common Seal of The                    )  
Mayor and Burgesses of the                )  
London Borough of Southwark            )  
Was hereunto fixed in the                )  
Presence of:                                    )

Head Law



The Common Seal of The )  
Mayor and Burgesses of the )  
London Borough of Lewisham )  
Was hereunto affixed in the )  
Presence of: )

Head of Law