Self-Remediation Terms

that are part of and deemed incorporated into

Contracts entered into between a Participant Developer and DLUHC

Contents

1. Introduction

This document sets out the self-remediation terms (the "**Self-Remediation Terms**") that are part of and deemed incorporated into each Contract entered into between a Participant Developer and DLUHC (each a "**Party**" and together the "**Parties**").

2. Definitions and Interpretation

These Self-Remediation Terms are to be interpreted in accordance with paragraph 2 of Annex 1 (*Definitions and Interpretation*) and, unless otherwise defined, capitalised terms used in these Self-Remediation Terms have the meanings given to them in paragraph 1 of Annex 1 (*Definitions and Interpretation*).

3. Background to these Self-Remediation Terms

3.1 In response to the Grenfell Tower tragedy, certain residential and mixed use buildings of 11 metres and over in height were identified as having fire defects. Under English law at that time, the leaseholders of such buildings would typically be obliged to fund the costs associated with any remediation of those defects. In response, HMG made financial provision through the BSF, PSCRF and SSCRF for the funding of certain remediation works relating to residential and mixed use buildings of 18 metres and over in height.

3.2 On 31 March 2022, DLUHC wrote to the major residential property developers with whom it had been in discussion (along with, where applicable, the major representative body for the industry, the Home Builders Federation), inviting them to sign a pledge letter setting out the principle that leaseholders should not have to pay for any costs associated with life-critical fire-safety remediation work arising from the design, construction or refurbishment of buildings of 11 metres and above.

3.3 Signatories to the letter confirmed their intention to work constructively and in good faith with DLUHC and Responsible Entities to achieve this, and:

(A) to take responsibility for performing, or otherwise at their discretion, funding self-remediation and/or mitigation works to address life-critical fire-safety defects on all Buildings in England that they have developed or refurbished (other than solely as a contractor); and

(B) to the extent not already transferred and/or reimbursed, transfer their buildings from, and/or reimburse, the BSF, PSCRF and SSCRF.

3.4 The Parties intend to enter into the Contract (and be bound by these Self-Remediation Terms) in order to reflect the principles referred to above and to give effect to the key purpose of delivering residential and mixed use buildings of 11 metres and over in height free from life-critical fire-safety defects, having regard to the principle of fiscal responsibility, and protecting leaseholders from the costs of remediating and/or mitigating any life-critical fire-safety defects as provided for in these Self-Remediation Terms.

4. Commencement and duration

The Participant Developer will be bound by the Contract (including these Self-Remediation Terms) from the time it enters into the Contract until the earlier of such time as:

(A) the Contract terminates in accordance with Clause 24; or

(B) the Participant Developer is released in relation to all of its Buildings Requiring Works in accordance with Clause 11.6.

5. Obligation to identify and assess Buildings Requiring Works

5.1 Any reference to "all reasonable endeavours", "reasonable endeavours", "reasonable time", "reasonable" target dates, "as soon as reasonably practicable" and "as early as reasonably practicable" in Clauses 5, 6 and in these Self-Remediation Terms and the Contract generally will be interpreted having regard to:

(A) the life-critical fire-safety risk to the leaseholders, residents, occupiers and other users of each Building;

(B) information available to the Participant Developer in respect of each Building from time to time, including in respect of any Defect or the likelihood that there is any Defect, the level of life-critical fire-safety risk, supply chain availability to carry out and complete the Works, availability of suitably experienced, qualified, independent and competent fire risk assessors (in the case of a Fire Safety Assessment) or external wall assessors (in the case of a FRAEW), the participation and co-operation of the Responsible Entity (where it is not a PD Group Company of the Participant Developer) and other relevant Third Parties and/or DLUHC, insurability, and the willingness of lenders to extend loans secured by interests in such Building or any part of it, subject to (C) of this Clause; and

(C) any Guidance.

5.2 The Participant Developer will use reasonable endeavours to identify all Buildings Requiring Works as soon as reasonably practicable after the date of the Contract (to the extent not already identified), provided that 'reasonable endeavours' in such context does not require the Participant Developer, in all cases, to undertake a physical inspection of all Buildings developed or refurbished by it or another PD Group Company, and provided further that this clause will not require it to treat any Building to which Clause 5.4(D) applies as a Building Requiring Works.

5.3 Subject to Clause 5.4 and Clause 5.12, the Participant Developer will use all reasonable endeavours to ensure that, within the timeframe specified under Clause 5.5:

(A) it obtains a copy of an Up-to-Date Fire Safety Assessment for each Building; and

(B) in respect of each Building for which:

(i) a Fire Safety Assessment has recommended (irrespective of how that is expressed and of the circumstances giving rise to the recommendation) that a FRAEW is carried out; or

(ii) there is reason to suspect that a FRAEW is required, having regard to the guidance in PAS 9980,

it obtains a copy of an Up-to-Date FRAEW for that Building,

and any reference to a Participant Developer "obtaining" an assessment in this Clause 5 will be deemed to mean, where such document is not already within its possession:

(C) the Participant Developer acquiring such document from the Responsible Entity or other relevant person; or

(D) where the Participant Developer is unable to obtain such document from the Responsible Entity (or where the Participant Developer so elects), the Participant Developer acquiring such document by commissioning the relevant assessment,

provided that "all reasonable endeavours" in such context does not require the Participant Developer, in all cases, to undertake a physical inspection of all Buildings developed or refurbished by it or another PD Group Company.

5.4 The obligations of the Participant Developer under Clause 5.3 will not extend to any Building:

(A) where, since 14 June 2017 but prior to the date of entry into the Contract, the Participant Developer has entered into a settlement agreement or compromise (in writing) with the Responsible Entity and/or its agents in respect of all defects, shrinkage, faults and other failings in respect of a Building and there is no bona fide ongoing dispute in respect of such settlement agreement or compromise, provided that the Participant Developer provides a copy of such settlement agreement or compromise (in writing) to DLUHC;

(B) if the Responsible Entity (not being a PD Group Company of the Participant Developer) has failed to co-operate with the Participant Developer in respect of such Participant Developer's obligation to obtain an Up-to-Date Fire Safety Assessment (and/or, if applicable, an Up-to-Date FRAEW) and such failure relates to both: (a) the Participant Developer acquiring such assessment from the Responsible Entity; and (b) the Participant Developer commissioning such assessment itself, provided that this Clause 5.4(B) will only apply for the duration that such Responsible Entity does not co-operate and provided further that the Participant Developer:

(i) uses best endeavours to co-operate with the Responsible Entity in relation to the foregoing; and

(ii) takes into account requests from DLUHC on options to resolve the issue provided that such options do not require payment of any sums not otherwise required to be paid pursuant to these Self-Remediation Terms and/or the Contract;

(C) if the Participant Developer has obtained an Up-to-Date Fire Safety Assessment (and/or, if applicable, an Up-to-Date FRAEW) that assesses the level of fire-safety risk to be tolerable (irrespective of how this is expressed) in respect of that Building; or

(D) so long as:

(i) there is no information (including claims, issues or concerns) raised by any person (including Responsible Entities, leaseholders, residents, users, lenders or insurers) with DLUHC, any PD Group Company, or otherwise that gives rise to reasonable concerns there are or may be any Defects relating to the Building or any part of it; and/or

(ii) there are other bona fide reasons to believe that such Building is not likely to be a Building Requiring Works,

provided that in each Data Report the Participant Developer confirms that it is not aware of any such information (including claims, issues or concerns) and/or that there are bona fide reasons to believe that the Building is not likely to be a Building Requiring Works.

5.5 Subject to Clause 5.4, the Participant Developer will obtain the copies referred to in Clause 5.3:

(A) in the case of each Building identified as a Building Requiring Works as at the date of the Contract, as soon as reasonably practicable after the date of the Contract, or

(B) otherwise, as soon as reasonably practicable after a Building is identified as a Building Requiring Works (in accordance with Clause 5.2),

and (in each case) not later than by the relevant target dates indicated in its latest Data Report (subject to Clause 5.7).

5.6 Subject to Clause 5.4**, t**he Participant Developer will provide any copies referred to in Clause 5.3**:**

(A) where such Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW indicates that the Building is not a Building Requiring Works, to DLUHC promptly and in any case within 10 Business Days of the date when the relevant Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW has been completed and received; and

(B) where such Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW indicates that the Building is a Building Requiring Works, to DLUHC promptly upon DLUHC's request and in any case within 10 Business Days of the date of such request,

and noting that, in accordance with Clause 5.10, until an Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW that is/are compliant with the Standard (applicable as at the date of the relevant assessment) is provided to DLUHC (where required to be so provided in accordance with this Clause 5.6), the Participant Developer will be deemed not to have complied with this Clause 5.6.

5.7 The Participant Developer will ensure that, in respect of each Building, the target dates indicated in its Data Reports for obtaining copies of the Up-to-Date Fire Safety Assessment and (if required under Clause 5.3(B)) Up-to-Date FRAEW, are as early as reasonably practicable, and are not postponed except to the extent necessary due to circumstances beyond the control of the Participant Developer that are explained in the relevant Data Report to DLUHC's reasonable satisfaction.

5.8 The Participant Developer will ensure that any Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW obtained in accordance with Clause 5.3 is or has been carried out by a suitably experienced, qualified, independent and competent fire risk assessor (in the case of an Up-to-Date Fire Safety Assessment) or external wall assessor (in the case of an Up-to-Date FRAEW).

5.9 For a period of up to two years from the date DLUHC receives the copies of the Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW, DLUHC may audit the Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW provided to it in accordance with Clause 5.6 in respect of such Building Requiring Works as it sees fit. Such audit may check, amongst other things, that:

(A) the Fire Safety Assessment assessor and/or FRAEW assessor is suitably experienced, qualified, independent and competent;

(B) the criteria outlined in the definition of "Up-to-Date" have been satisfied; and

(C) the conclusions of the Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW (as applicable) are justified, taking into account all relevant factors as set out in the Standard as applicable at the date of the relevant assessment,

provided:

(i) DLUHC gives 20 Business Days' written notice to the Participant Developer that it intends to audit the Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW; 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 "**Fire Safety Assessment/FRAEW Audit**").

5.10 If following a Fire Safety Assessment/FRAEW Audit DLUHC notifies the Participant Developer that it considers that the Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW provided to DLUHC in accordance with Clause 5.6 is/are not compliant with the Standard applicable as at the date of the relevant assessment, 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 an Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW that is/are compliant with the Standard applicable as at the date of the relevant assessment, these Self-Remediation Terms and the Contract, save where a Fire Safety Assessment/FRAEW Audit is the subject of a PD-DLUHC Dispute which is resolved in favour of the Participant Developer. Until an Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW that is/are compliant with such Standard is provided to DLUHC (where required to be so provided in accordance with Clause 5.6), the Participant Developer will be deemed not to have complied with Clause 5.6.

5.11 The Participant Developer will retain, for a minimum period of two years (or for the duration of the PD-DLUHC Dispute where the Fire Safety Assessment/FRAEW Audit is the subject of a PD-DLUHC Dispute, whichever period is longer) after the date a Fire Safety Assessment/FRAEW Audit is provided to DLUHC in accordance with Clause 5.6, all documentation that is required in order to enable DLUHC to carry out a Fire Safety Assessment/FRAEW 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, officers and employees to, and will ensure that each PD Group Company and its directors, officers and employees 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 5.

5.12 Where any Fire Safety Assessment or FRAEW carried out prior to 5 April 2022 has indicated that the Building is a Building Requiring Works, the Responsible Entity and the Participant Developer may agree that the Participant Developer will commence and complete the Works in respect of the Building Requiring Works on the basis of that existing Fire Safety Assessment or FRAEW, and the Participant Developer will not delay carrying out or completing the Works in respect of that Building Requiring Works in accordance with Clause 6 solely because it has been unable to obtain copies of an Up-to-Date Fire Safety Assessment or Up-to-Date FRAEW in accordance with Clause 5.3. For the avoidance of doubt, where the Participant Developer commences the Works on the basis of an existing Fire Safety Assessment or FRAEW in accordance with this Clause 5.12, the Participant Developer will still need to ensure that a Qualifying Assessment is obtained in respect of the Building Requiring Works in accordance with Clause 6.7.

5.13 Once and only if:

(A) the period for DLUHC to complete the Fire Safety Assessment/FRAEW Audit in accordance with Clause 5.9 in respect of such Building has expired (or a Fire Safety Assessment/FRAEW Audit has/have been conducted and has/have found

that such assessment(s) is/are compliant with the Standard applicable as at the date of the relevant assessment);

(B) 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, including Clauses 5.6 and 5.11; and

(C) the relevant Up-to-Date Fire Safety Assessment and/or Up-to-Date FRAEW indicates that the Building is not a Building Requiring Works,

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 without any possibility of the obligations under these Self-Remediation Terms and the Contract repeating in future in respect of that Building, provided that this will be without prejudice 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.

5.14 The Participant Developer will bear all costs in connection with obtaining all Up-to-Date Fire Safety Assessments and Up-to-Date FRAEWs where the Participant Developer is required to obtain Up-to-Date Fire Safety Assessments and/or Up-to-Date FRAEWs under Clause 5.3, including the costs of any additional steps referred to in limbs (B)(ii)(a) and (C)(ii)(a) of the definition of "Up-to-Date". The Participant Developer will pay such costs on a timely basis. The obligation under this Clause 5.14 extends to any costs, including its own costs and those costs payable by Interested Parties or Responsible Entities, where the Participant Developer is required to obtain Up-to-Date Fire Safety Assessments and/or Up-to-Date FRAEWs under Clause 5.3, but does not require the Participant Developer to reimburse the Responsible Entity for any costs that have already been paid by the Responsible Entity prior to the date of the Contract. This Clause 5.14 is without prejudice to the Participant Developer's obligation to reimburse costs to the Responsible Entity in accordance with Clauses 12, 13 and 14.

6. Obligation to carry out and complete the Works

6.1 Subject to Clauses 6.1(a), 6.1(b), 6.2, 7 and 18, the Participant Developer will, in accordance with all Applicable Law and taking into account the reasonable interests and concerns of the leaseholders, residents, occupiers and other users of the Building Requiring Works:

(i) undertake at its own cost;

(ii) procure at its own cost through a suitably experienced and qualified sub-consultant, sub-contractor or supplier or any other person (other than the Responsible Entity); or

(iii) fund the costs of the Responsible Entity (via a funding agreement or otherwise) to undertake or procure,

all necessary work in relation to each Building Requiring Works so as to ensure that any and all Defects are remediated and/or fully mitigated as soon as reasonably practicable in accordance with the Standard applicable at the date of the relevant Works Contract or, if earlier (or if Clause 6.1(iii) is applicable), commencement of the relevant Works (the "**Works**"). For the avoidance of doubt, such costs will include all reasonable and properly incurred costs directly arising from:

(A) carrying out and completing the Works, and subsequently remedying all snagging items and other defects arising from the Works, in respect of the remediation and/or mitigation of any Defects;

(B) arranging access to the Building Requiring Works including (where necessary) the grant of rights from the owners of neighbouring land or property, provided that nothing in these Self-Remediation Terms or the Contract will be taken to require the Participant Developer to pay unreasonable and unusual fees to any Third Party in order to gain access to the Building Requiring Works;

(C) any cost overruns that relate to the carrying out and completion of the Works and which may arise over the course of the Works until practical completion of the Works (that are not due to the fault, negligence, act or omission of the Responsible Entity (where it is not a PD Group Company of the Participant Developer) or persons employed by it in relation to the Works);

(D) moving residents out of the Building Requiring Works where reasonably considered necessary by the Participant Developer (after consulting with, and having regard to the views of, the Responsible Entity and/or any regulatory authority), including:

(i) to avoid an immediate or imminent threat to life or other personal injury; and

(ii) where the Works create or are reasonably expected to create circumstances with which residents of the Building Requiring Works cannot reasonably be expected to live, including but not limited to situations where the Works create noise or other disturbances which would constitute legally actionable nuisance,

and including any associated accommodation costs so the Works can be carried out;

(E) costs of any professional advisers that may be appointed in relation to the Works by any Responsible Entity or by or on behalf of not less than 50% in number of all of the leaseholders in the relevant Building;

(F) costs of any professional advisers that may be appointed by the Responsible Entity in relation to the Works Contract to be entered into between the Participant Developer and the Responsible Entity in accordance with Clause 6.3; and

(G) costs of obtaining any planning, building control or other statutory or regulatory permissions, consents and approvals required in respect of the Works,

provided that:

(i) any costs under Clauses 6.1(E) and 6.1(F) must be agreed in writing between the Responsible Entity and the Participant Developer prior to such costs being incurred in relation to the Works (such agreement not to be unreasonably withheld or delayed by the Participant Developer); and

(ii) the obligations under Clauses 6.1(E) and 6.1(F) do not require the Participant Developer to reimburse any Responsible Entity or leaseholder for any adviser-related costs that have already been paid or incurred by the Responsible Entity at the date of the Contract.

For the avoidance of doubt:

(a) the cost of the Works set out in this Clause 6.1 and these Self-Remediation Terms and the Contract excludes:

(1) the cost of interim safety measures (including waking watch costs and alarm upgrades);

(2) increases in buildings insurance premiums; and

(3) any leaseholder compensation (except as expressly provided for in these Self-Remediation Terms and/or the Contract including Clause 21); and

(b) subject to Clauses 7.5, 7.8, 20.2 and 20.3, the costs for which the Participant Developer is responsible under this Clause 6.1 are those costs relating to the carrying out or completion of the Works, and if other works (including, but not limited to, any works required solely as a result of any Alterations) are identified in any survey, assessment, inspection or investigation into the design and/or construction and/or maintenance of a Building including in any FRAEW and/or Fire Safety Assessment, or otherwise as the Works progress, the undertaking of (and the costs associated with) such other works are not within the scope of the Participant Developer's liability under this Clause 6.1.

6.2 Without prejudice to the Participant Developer's obligation to undertake, procure and/or fund the Works in accordance with Clause 6.1(i)-(iii), these Self-Remediation Terms and the Contract do not preclude the Participant Developer from relying on:

(A) any suitably experienced and qualified warranty provider, contractor and/or consultant appointed in relation to the Original Works;

(B) any indemnity provided by such warranty provider, contractor and/or consultant;

(C) any rights of recovery under any insurance policy;

(D) the exercise of subrogated rights under any insurance policy; and/or

(E) any rights of recovery as against any such insurer, warranty provider, contractor and/or consultant,

provided, where Clause 6.1(i) or 6.1(ii) is applicable, doing so does not delay the target dates for:

(i) commencing and completing the Works; and

(ii) obtaining a Qualifying Assessment,

in respect of the relevant Building Requiring Works, as indicated in the Participant Developer's latest Data Report, and where a Participant Developer relies on such provider, contractor, consultant and/or rights in compliance with this Clause 6.2, the undertaking and/or procuring of Works will be deemed nonetheless to be at the Participant Developer's "own cost" for the purposes of satisfying Clauses 6.1(i) and/or 6.1(ii), to the extent of such reliance.

6.3 Subject to Clauses 6.4 and 7, where the Participant Developer is undertaking or procuring the Works at its own cost in accordance with Clause 6.1(i) and/or (ii), it will use all reasonable endeavours to enter into a written contract with the Responsible Entity of each Building Requiring Works providing for the carrying out of the Works (the "**Works Contract**") which contains such contractual provisions as are required for the Works and as are generally aligned with the prevailing market, and which (as far as reasonably practicable, the Participant Developer having used all reasonable endeavours to agree to each of (A) to (P)) without limitation:

(A) contains provisions pursuant to which the Responsible Entity and the Participant Developer each agrees to use all reasonable endeavours to resolve any dispute between them;

(B) contains dispute resolution provisions as are generally aligned with the prevailing market (including in respect of the Construction Act) which, in addition, will provide that residents, leaseholders and freeholders (to the extent not the Responsible Entity) may make representations directly to:

(i) the Participant Developer; and

(ii) any adjudicator or similar,

in each case in relation to the dispute providing that any such representations are made within the time limits applicable to the relevant dispute resolution process;

(C) where a Dispute Resolution Process has been established in accordance with Clause 16, requires the Responsible Entity to participate in and/or co-operate with any such Dispute Resolution Process;

(D) requires the Responsible Entity to share with its leaseholders, residents, occupiers and other users (as appropriate) in accordance with Applicable Law and its usual practice all relevant information that the Participant Developer provides to the Responsible Entity in accordance with Clause 8, with such information to be shared by the Responsible Entity within 10 Business Days of receipt;

(E) requires the Responsible Entity to repay to leaseholders (or credit such amount to the leaseholders' service charge, as applicable) any amounts reimbursed to the Responsible Entity by the Participant Developer in accordance with Clause 12.4(B)(ii)(b), Clause 12.12(C)(ii)(b) and/or Clause 13.5(C)(ii)(b);

(F) grants the Participant Developer access to the Building so that the Participant Developer may undertake or procure the Works (subject to compliance with Applicable Law and the terms of any leases in respect of that Building) and obtain a Qualifying Assessment and/or to place mutual obligations on the Participant Developer and the Responsible Entity to procure the grant of such additional rights of access as may be required from a Third Party on terms that do not require the Participant Developer to pay unreasonable and unusual fees or costs in order to access all required parts of the Building in order to undertake or procure the Works and obtain such Qualifying Assessment;

(G) specifies that any access arrangements determined in accordance with (F) of this Clause will be complied with by the Participant Developer;

(H) specifies that the Participant Developer will be liable to the Responsible Entity for any reasonable costs directly arising from the matters described in Clauses 6.1(A) to 6.1(G) (inclusive) to the extent such costs are properly incurred or suffered by the Responsible Entity directly arising from the Works or any default by that Participant Developer in the performance of any of its obligations under the Works Contract, provided that the Participant Developer will not be liable for any:

(i) 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

(ii) 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);

(I) contains third party rights provisions in favour of DLUHC, such that DLUHC may enforce the terms of the Works Contract against the Participant Developer;

(J) requires a conditions survey to be carried out (at the sole cost of the Participant Developer) in respect of those areas of the Building subject to the Works both:

(i) prior to the commencement of the Works; and

(ii) after completion of the Works,

solely for the purposes of recording the damage (if any) caused to the Building in the course of undertaking the Works;

(K) requires the Participant Developer to procure all planning, building control or other statutory or regulatory permissions, consents and approvals required in respect of the Works;

(L) if the Building is a Fund Building, contains provisions specifying that any pre-tender support provided to the Responsible Entity by the relevant Fund that has not been spent by the Responsible Entity will be paid to the Participant Developer (noting that, in accordance with Clauses 12.4(B)(i), 12.12(C)(i), 13.1(A) and 13.8(A) (as applicable), the Participant Developer is to reimburse the relevant Fund for all amounts of pre-tender support provided to Responsible Entities by the relevant Fund);

(M) includes insurance provisions as are generally aligned with the prevailing market;

(N) specifies that the Participant Developer will be liable for any defect, shrinkage or other fault in the Works and damage caused by the Participant Developer and/or the Works to any parts of the Building and with respect to limitation periods ending on:

(i) in respect of non-latent defects in the Works, the date falling 12 months following practical completion of the Works as determined pursuant to the relevant Works Contract; and

(ii) in respect of latent defects in the Works, the date falling 12 years following practical completion of the Works as determined pursuant to the relevant Works Contract,

but may provide that the Participant Developer will not be liable for:

(a) any defect, shrinkage or other fault in the Works caused by a Third Party following practical completion of the Works (as determined pursuant to the relevant Works Contract); or

(b) any defect, shrinkage or other fault that is considered to be a defect, shrinkage or other fault in the Works only as a result of a change to accepted standards following practical completion of the Works (including because the building safety regulator subsequently requires Works to be carried out to a higher standard than a prudent developer could have foreseen as at the time of practical completion of the Works);

(O) will be entered into

(i) by the Responsible Entity; or

(ii) where the Responsible Entity is a PD Group Company of the Participant Developer, subject to whatever arrangements may be agreed with the consent of DLUHC (including to ensure that the interests of leaseholders are adequately protected and including to ensure that any arrangements are on terms as are generally aligned with the prevailing market); and

(P) does not require the Responsible Entity to make payment to the Participant Developer for the carrying out of the Works.

6.4 Where Clause 6.1(i) and/or 6.1(ii) is applicable, the Participant Developer will use all reasonable endeavours to ensure that, in respect of each Building Requiring Works, the target dates for:

(A) commencing and completing the Works; and

(B) carrying out the Qualifying Assessment,

indicated in its Data Reports are met, subject to the provisions of Clause 6.5.

6.5 The Participant Developer may:

(A) postpone the target dates referred to in Clause 6.4 to new target dates if there are circumstances genuinely beyond the control of the Participant Developer including where an extension of time has been awarded by the certifying officer under and in accordance with the relevant Works Contract (or, if applicable, under the relevant building contract or other agreement or arrangement entered into by

the Participant Developer or the Responsible Entity in relation to the Works and as may be reflected in the relevant Works Contract) or any delays caused by any variation of these Self-Remediation Terms and/or the Contract made pursuant to Clause 26 that is directly relevant to the Works; and/or

(B) postpone the target dates for commencing and completing the Works in respect of a Fund Building where it transpires that there are one or more Defects that were not eligible to be remediated and/or mitigated under the relevant Fund and it would be manifestly unreasonable for the original targets to apply given the revised scope of the Works,

in each case, provided that:

(i) such postponement is no longer than reasonably necessary;

(ii) such postponement is reasonable in all the circumstances; and

(iii) if any target date is postponed by more than three months after the original target date, the Participant Developer will provide prior written notice to DLUHC of such new target date and DLUHC will have the right to request further information from the Participant Developer or meetings with the Participant Developer to determine whether such postponement is no longer than necessary or reasonable in all the circumstances.

6.6 No sub-contracting by the Participant Developer in accordance with Clause 6.1(ii) will in any way relieve the Participant Developer from any liability or obligation under these Self-Remediation Terms and/or the Contract and the Participant Developer will be fully responsible and liable for all Works carried out or to be carried out by or on behalf of the Participant Developer, any sub-consultant, sub-contractor or supplier or by any other person at the request of the Participant Developer.

6.7 Subject to Clauses 7.2, 7.3, 7.4, 7.6 and 7.7, after the Works in respect of a Building Requiring Works achieve practical completion (as determined pursuant to the relevant Works Contract), the Participant Developer will ensure that a Qualifying Assessment is obtained in respect of the Works. The Participant Developer will ensure that such Qualifying Assessment is 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).

6.8 Where Clause 6.1(i) and/or 6.1(ii) is applicable and subject to Clauses 6.5 and 7, the Participant Developer will ensure that the Works are commenced and completed and the Qualifying Assessment is obtained as soon as reasonably practicable (but not later than by the relevant target dates indicated in the Participant Developer's latest Data Report).

7. Exceptions from the obligation to carry out and complete the Works

7.1 The Participant Developer will have no obligation to carry out and complete the Works (as such phrase is interpreted in accordance with Clause 2(S) of Annex 1 (*Definitions and Interpretation*) and such phrase will be interpreted accordingly throughout these Self-Remediation Terms and the Contract) in respect of any Defects to the extent that the Defects are solely the result of Alterations by a person other than a PD Group Company after the Original Completion Date.

7.2 Where the Participant Developer enters into a funding agreement or similar with the Responsible Entity (at the request of either the Participant Developer or the Responsible Entity) in accordance with Clause 6.1(iii), the Participant Developer will not be liable in respect of its failure to undertake at its own cost or procure at its own cost the Works in accordance with Clause 6.1(i) and/or (ii) and obtain a Qualifying Assessment in respect of the relevant Building under these Self-Remediation Terms and the Contract, provided that:

(A) where the request comes from the Participant Developer, the Responsible Entity of the Building agrees to the Participant Developer funding (but not carrying out) the Works, in circumstances in which it would be commercially reasonable to do so and there is no undue influence or fraudulent or negligent misrepresentation from the Participant Developer on the Responsible Entity to enter into such funding agreement or similar;

(B) the Participant Developer, having given due consideration to the proposed Works, reasonably considers that the funding provided to the Responsible Entity by the Participant Developer through the funding agreement or similar is sufficient to ensure the Works can be carried out in accordance with the Standard (as applicable at the date of commencement of the relevant Works);

(C) the funding agreement or similar with the Responsible Entity will provide that the Participant Developer will bear any cost overruns in respect of the Works that are within scope of these Self-Remediation Terms and the Contract (that are not due to the fault, negligence, act or omission of the Responsible Entity or persons employed by it in relation to the Works where the Responsible Entity is not a PD Group Company of the Participant Developer) and these will not be borne by the leaseholders, residents, occupiers or other users of the Building; and

(D) the funding agreement or similar with the Responsible Entity will provide that the Participant Developer is able to obtain any information it requires from the Responsible Entity in order to fulfil its reporting obligations under these Self-Remediation Terms and the Contract (including as to the timing of relevant Works).

7.3 The Participant Developer will have no obligation: (i) under Clause 5.3; (ii) to carry out and complete the Works in accordance with Clause 6.1; and/or (iii) to obtain a Qualifying Assessment:

(A) in respect of a Stage C Fund Building that is not transferred to the Participant Developer, provided the Stage C Fund Building remains funded by the relevant Fund (following which the Participant Developer reimburses DLUHC in full under Clause 13.1); and

(B) in respect of a Stage D Fund Building (including a Stage A Fund Building or Stage B Fund Building treated as a Stage D Fund Building in accordance with Clause 12.7 or 12.15 respectively), if it reimburses DLUHC in full under Clause 13.8,

provided that, where a Responsible Entity notifies the Participant Developer of the existence of any Defects in respect of the relevant Building (the "**Outstanding Defects**") within two years following: (a) practical completion of the works carried out with funding from such Fund (the "**Fund Works**"), or (b) if later, the date of the Contract, where:

(i) such Outstanding Defects do not arise from and are not attributable to defects in the Fund Works; and

(ii) the remediation and/or mitigation of such Outstanding Defects are not eligible for any Fund,

the Participant Developer will be liable to carry out and complete the Works in respect of such Outstanding Defects and to obtain a Qualifying Assessment in respect of those Works in accordance with Clauses 6.1 and 6.7 respectively, and such Building will constitute a Building Requiring Works. For the avoidance of doubt, the Participant Developer will have no obligation to carry out and complete any Works and/or obtain a Qualifying Assessment in relation to any Building referred to in (A) or (B) of this Clause in respect of any Defects identified later than two years following: (a) practical completion of the Fund Works, or (b) if later, the date of the Contract.

7.4 The Participant Developer will have no obligation to carry out and complete any Works and obtain a Qualifying Assessment in respect of a Building under these Self-Remediation Terms and the Contract for so long as it or another person engaged to carry out and complete the Works or the Qualifying Assessment, as the case may be, is not granted access to a Building or relevant parts thereof, provided that the Participant Developer:

(A) uses its best endeavours to obtain consent to such access (provided that that nothing in these Self-Remediation Terms and/or the Contract will be taken to require the Participant Developer to pay unreasonable and unusual fees to any Third Party in order to gain access to the Building Requiring Works); and

(B) takes into account reasonable requests from DLUHC on options to resolve the issue of access,

and this Clause 7.4 only applies to Buildings or relevant parts thereof to which no PD Group Company has a right of access to carry out and complete the Works.

7.5 Notwithstanding any other provision in these Self-Remediation Terms and/or the Contract, these Self-Remediation Terms and the Contract do not require the Works to cover any work which goes beyond that required in order to remedy the Defects and obtain a Qualifying Assessment in respect of each Building Requiring Works in accordance with the Standard (as applicable at the date of the relevant Works Contract or, if earlier, commencement of the relevant Works) ("**Betterment Work**"), other than Betterment Work that is unavoidable and therefore necessary to: (i) complete the Works in accordance with such Standard; (ii) obtain all planning, building control or other statutory or regulatory permissions, consents and approvals required in respect of the Works; and (iii) obtain a Qualifying Assessment (such Betterment Work being "**Necessary Betterment Work**"), and any references in these Self-Remediation Terms and/or the Contract to "remediation and/or mitigation of any Defects" will be interpreted accordingly to include Necessary Betterment Work.

7.6

(A) The Participant Developer will have no obligation to carry out and complete the Works and obtain a Qualifying Assessment in respect of any Defect(s) relating to a Building Requiring Works under these Self-Remediation Terms and/or the Contract where:

(i) since 14 June 2017 but prior to the date of entry into the Contract, the Participant Developer has entered into a settlement agreement or compromise (in writing) with the Responsible Entity and/or its agents in respect of such Defect(s) and there is no ongoing dispute in respect of such settlement agreement or compromise; and

(ii) the Participant Developer has provided a copy of the settlement agreement or compromise (in writing) to DLUHC.

(B) For the avoidance of doubt, (A) of this Clause is without prejudice to the Participant Developer's obligation to carry out and complete the Works in respect of any Defects relating to a particular Building (including where a Building is transferred to such Participant Developer from a Fund in accordance with Clauses 12 and 13) where such Defects were not covered (explicitly or implicitly) by the scope of such settlement agreement or compromise.

7.7 Notwithstanding any other provisions of these Self-Remediation Terms and/or the Contract, if DLUHC considers that a Participant Developer is a Designated Participant Developer, DLUHC may, either in relation to all relevant Buildings Requiring Work or such Buildings Requiring Work as it may determine, elect in its sole discretion (but acting reasonably) to:

(A) require the Participant Developer to fund the Responsible Entity (via a funding agreement or otherwise) to undertake or procure the Works in accordance with Clause 6.1(iii), and not to undertake or procure the Works at its own cost in accordance with Clauses 6.1(i) and/or 6.1(ii). Where, pursuant to this Clause

7.7(A), DLUHC requires a Designated Participant Developer to fund the Responsible Entity to undertake or procure the Works:

(i) the funding to be made available to the Responsible Entity by the Participant Developer through the funding agreement or similar will be sufficient (as DLUHC may determine, acting reasonably) to ensure the Works can be carried out in accordance with the Standard (as applicable at the date of commencement of the relevant Works);

(ii) the funding agreement or similar with the Responsible Entity will provide that the Participant Developer will bear any cost overruns in respect of the Works that are within the scope of these Self-Remediation Terms and/or the Contract (that are not due to the fault, negligence, act or omission of the Responsible Entity or persons employed by it in relation to the Works where the Responsible Entity is not a PD Group Company of the Participant Developer) and these will not be borne by the leaseholders, residents, occupiers or other users of the Building;

(iii) the Participant Developer will not be liable in respect of its failure to undertake at its own cost or procure at its own cost the Works in accordance with Clauses 6.1(i) and/or (ii) in respect of the relevant Building under these Self-Remediation Terms and/or the Contract; and

(iv) the funding agreement or similar with the Responsible Entity will provide that the Participant Developer is able to obtain any information it requires from the Responsible Entity as it requires in order to fulfil its reporting obligations under these Self-Remediation Terms and the Contract (including as to the timing of relevant Works); or

(B) require the Participant Developer not to undertake or procure the Works at its own cost in accordance with Clauses 6.1(i) and/or 6.1(ii), and to designate the Participant Developer's Buildings as Stage D Fund Buildings, such that the Participant Developer will reimburse the relevant Fund in accordance with Clause 13.

7.8 Notwithstanding any other provision in these Self-Remediation Terms and/or the Contract and without prejudice to any claims (including under the Original Works contract) that any Third Party may have against the Participant Developer or that the Participant Developer may have against a Third Party, these Self-Remediation Terms and the Contract require the Works to be carried out in accordance with Building Regulations and Applicable Law that are relevant to the Works. However, they do not require the Participant Developer to ensure any parts of the Building (including those subject to the Works) are compliant with Building Regulations and Applicable Law if and to the extent this is not required to undertake its obligations in connection with the Works in a compliant manner. This provision is without prejudice to the obligations of the Participant Developer (where Clause 6.1(i) and/or 6.1(ii) is applicable) to obtain all planning, building control or other statutory or regulatory permissions, consents and approvals required in respect of the Works (including Necessary Betterment Work).

8. Obligation to engage with certain Third Parties

8.1 If it has not already done so, as soon as reasonably practicable, and in any event not later than 40 Business Days after:

(A) entering into the Contract (for a known Building Requiring Works as at the date of the Contract); or

(B) the Building is identified as a Building Requiring Works (for a Building that is subsequently identified as a Building Requiring Works in accordance with Clause 5.2):

the Participant Developer will (unless DLUHC in its absolute discretion directs otherwise):

(C) contact the relevant Responsible Entity of the Building Requiring Works in order to confirm:

(i) that the Building is covered by these Self-Remediation Terms and the Contract;

(ii) the next steps that it intends to take to meet its obligations under these Self-Remediation Terms and the Contract and, where Clause 6.1(i) and/or 6.1(ii) is applicable, the target dates for carrying out and completing the Works; and

(iii) the methods by which the Responsible Entity and the leaseholders, residents, occupiers and other users of the Building are able to contact the Participant Developer (such method to include email and postal addresses and telephone details and, if applicable, a web portal that a Participant Developer has set up for this purpose); and

(D) establish effective processes to receive and promptly respond to communications from any of the leaseholders, residents, occupiers and other users referred to in sub-Clause (C) of this Clause 8.1 using each such Third Party's preferred contact method, and describe those processes to DLUHC.

8.2 The Participant Developer will:

(A) from first notifying the Responsible Entity in accordance with Clause 8.1 until the commencement of the Works, keep the Responsible Entity of each Building Requiring Works updated as often as reasonably necessary (and not less than twice annually) in respect of the next steps to the commencement of the Works.

(B) from the commencement of the Works until practical completion of the Works, keep the Responsible Entity of each Buildings Requiring Works updated as often as reasonably necessary in respect of the progress of the Works. This includes, at a minimum, updates at least once in every three-month period throughout the

duration of any Works and these updates should include reasonable detail on the progress of the Works.

If there is any change to the initial timetable and scope of the proposed Works that impacts the leaseholders, residents, occupiers and other users, such change should be communicated to the Responsible Entity of the relevant Building Requiring Works promptly and in any event before the proposed Works are commenced.

8.3 The Participant Developer will request that the Responsible Entity shares with its leaseholders, residents, occupiers and other users all relevant information in writing that the Participant Developer provides to the Responsible Entity in accordance with this Clause 8, such information to be shared by the Responsible Entity within 10 Business Days of receipt.

8.4 If the Responsible Entity does not share with its leaseholders, residents, occupiers and other users all information in writing that the Participant Developer has provided to it in accordance with Clause 8.3, the Participant Developer will share such information directly with the Responsible Entity's leaseholders, residents, occupiers and other users within 10 Business Days following a written request from any of the leaseholders, residents, occupiers and/or other users and at the cost of the relevant Responsible Entity.

8.5 The obligations in this Clause 8 will be carried out having regard to any Guidance.

9. Reporting of assessments and Works

9.1 The Participant Developer will:

(A) within 30 Business Days of the date of the Contract; and

(B) subject to Clause 9.2, by the tenth Business Day after each Reporting Date,

submit a data report to DLUHC in accordance with the pro forma data report included at Annex 3 (*Pro forma Data Report*) (as such pro forma may be updated by DLUHC from time to time) (each a "**Data Report**"), provided the Participant Developer is only required to include information in a Data Report if the relevant information is available to or within the possession or control of the Participant Developer (having made all reasonable enquiries).

9.2 The Participant Developer will not be required to submit a Data Report by the tenth Business Day after:

(A) the first Reporting Date following the date of the Contract, if the first Reporting Date is less than two months after the date of the Contract; or

(B) any other Reporting Date, if a director of the Participant Developer provides formal attestation to DLUHC confirming that to the best of their information, knowledge and belief having made all reasonable enquiries the content of the Data Report previously provided remains true and accurate in all respects.

9.3 The Participant Developer will have a continuing duty to keep under review the lists of Buildings and Buildings Requiring Works set out in the Schedules to the Contract and the details provided in the previous Data Report.

9.4 In addition, alongside the first Data Report submitted by the Participant Developer to DLUHC within 30 Business Days of the date of the Contract, the Participant Developer will provide information regarding:

(A) a description of the process followed by the Participant Developer to ascertain the lists of Buildings and Buildings Requiring Works, and if that process has not been completed, the methodology and target date for the completion of that process;

(B) the Buildings in respect of which an Up-to-Date Fire Safety Assessment and/or an Up-to-Date FRAEW are required to be carried out in accordance with Clause 5, listed in the order in which such assessments are to be carried out, the Types of such assessments, and an explanation of the Participant Developer's reasons for determining the order and those Types, such determination to have regard to:

(i) the life-critical fire-safety of the leaseholders, residents, occupiers and users of each Building Requiring Works;

(ii) information available in respect of each Building Requiring Works from time to time, including in respect of any Defect or the likelihood that there is any Defect, the level of fire risk, supply chain availability to carry out the Works, availability of suitably experienced, qualified, independent and competent fire risk assessors (in the case of a Fire Safety Assessment) or external wall assessors (in the case of a FRAEW), the participation and co-operation of the Responsible Entity (where it is not a PD Group Company of the Participant Developer) and/or DLUHC, insurability, and the willingness of lenders to extend loans secured by interests in such Building or any part of it, subject to (iii) of this sub-Clause; and

(iii) any Guidance,

(the "**Assessment Order and Method Statement**"); and

(C) the Buildings Requiring Works listed in the order in which Works are to be completed, and an explanation of the Participant Developer's reasons for determining that order, such determination to have regard to:

(i) the life-critical fire-safety of the leaseholders, residents, occupiers and other users of each Building Requiring Works;

(ii) information available in respect of each Building Requiring Works from time to time, including in respect of any Defect or the likelihood that there is any Defect, the level of fire risk, supply chain availability to carry out

the Works, availability of suitably experienced, qualified, independent and competent fire risk assessors (in the case of a Fire Safety Assessment) or external wall assessors (in the case of a FRAEW), the participation and co-operation of the Responsible Entity (where it is not a PD Group Company of the Participant Developer) and/or DLUHC, insurability, and the willingness of lenders to extend loans secured by interests in such Building or any part of it, subject to (iii) of this sub-Clause; and

(iii) any Guidance,

(the "**Works Order and Method Statement**").

9.5 Alongside any Data Report other than the first Data Report submitted by the Participant Developer to DLUHC within 30 Business Days of the date of the Contract, the Participant Developer will provide an updated version of the information specified in Clause 9.4, in the event that there has been an update to such information since the last time it was provided to DLUHC by such Participant Developer.

9.6 As part of each Data Report, a director of the Participant Developer will provide formal attestation confirming that to the best of their information, knowledge and belief having made all reasonable enquiries:

(A) the content of the Data Report is true and accurate in all respects; and

(B) each warranty set out in clause 3.1 of the Contract remains true and accurate in all respects by reference to the facts and circumstances existing as at the date of the relevant Data Report (subject to, in respect of the warranties in clauses 3.1(F) and (G) of the Contract, any disclosures made therein or otherwise made to DLUHC),

provided that no such formal attestation will be required for the Data Reports to be provided by the tenth Business Day after the first and third Reporting Dates of each calendar year.

9.7 DLUHC may from time to time issue Guidance to Participant Developers in relation to Data Reports, the Assessment Order and Method Statement and the Works Order and Method Statement and the Participant Developer will have regard to such Guidance.

10. DLUHC's monitoring and other rights

10.1 In addition to the requirements of Clause 9, the Participant Developer will promptly comply with each request from DLUHC (acting reasonably and taking into account the Participant Developer's performance of its obligations under these Self-Remediation Terms and the Contract) for the Participant Developer:

(A) to provide information relating to:

(i) the performance of the Participant Developer's obligations under these Self-Remediation Terms and the Contract;

(ii) the Buildings (to the extent such information is relevant to the Works);

(iii) the Works; and/or

(iv) the financial condition, assets and operations of any PD Group Company;

(B) to meet with DLUHC to discuss the performance of its obligations under these Self-Remediation Terms and the Contract (and ensure that appropriate representatives of the Participant Developer attend any such meeting);

(C) to remedy any deficiency in any Data Report or any other failure by the Participant Developer to comply with the terms of these Self-Remediation Terms and/or the Contract;

(D) to provide further information on any matters set out in any Data Report or to remedy any deficiency in any Data Report; or

(E) to ensure that leaseholders, residents, occupiers and other users have such access to such information in the possession of the Participant Developer relating to the Works as DLUHC may from time to time reasonably require.

10.2 On one occasion per six months, DLUHC will be entitled to audit the information used in the preparation of any Data Report following 20 Business Days' written notice to the Participant Developer, and the Participant Developer will ensure that DLUHC or its nominees have access on reasonable terms to the employees, information, data, books and records of the Participant Developer and/or any other relevant PD Group Companies for the purposes of such audit.

10.3 Subject to Clause 32, the Participant Developer agrees (on its own behalf and on behalf of each PD Group Company) that DLUHC may from time to time publish or disclose to any person, or require that the Participant Developer publishes or discloses to any person, any information relating to the Buildings, including information provided to it by the Participant Developer in connection with these Self-Remediation Terms and/or the Contract. The Participant Developer will also make any such information available on its website, if and to the extent reasonably required by DLUHC from time to time and to the extent permitted by Applicable Law.

11. Obligations following practical completion of the Works

11.1 After practical completion of the Works under any Works Contract in respect of each Building Requiring Works (as determined therein), the Participant Developer will provide the Qualifying Assessment obtained under and in accordance with Clause 6.7 to DLUHC and the relevant Responsible Entity within 20 Business Days of the date of receipt of such Qualifying Assessment and noting that, in accordance with Clause 11.3, until a Qualifying Assessment that is compliant with the Standard (applicable as at the date of the relevant

Works Contract or, if earlier, commencement of the relevant Works) is provided to DLUHC, the Participant Developer will be deemed not to have complied with this Clause 11.1.

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 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;

(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 works carried out with funding from such Fund, or (b) if later, the date of the Contract; or

(ii) any Outstanding Defects 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);

(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 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,

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 HMG's Cladding Safety Scheme providing for the remediation and/or mitigation of fire safety risks in buildings of 11 to 18 metres 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); 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.

"**Works**" has the meaning given to that term in Clause 6.1.

"**Works Contract**" has the meaning given to that term in Clause 6.3.

"**Works Order and Method Statement**" has the meaning given to that term in Clause 9.4(C).

"**Wound Up**" means, in relation to any person:

(A) any action or legal proceedings that have been taken in relation to the winding up, dissolution, liquidation, administration or similar of that person (whether on a solvent basis or not);

(B) that person, by reason of financial difficulties, has entered into a composition, assignment or arrangement with any of that person's creditors;

(C) a liquidator (whether in respect of a solvent liquidation or not), receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer has been appointed in respect of that person or all or a substantial part of its assets; and/or

(D) anything having a substantially similar effect to any of the events specified in paragraphs (A) to (C) of this definition (inclusive) has occurred under the laws of any jurisdiction in relation to that person.

2. Interpretation

In these Self-Remediation Terms, unless the context requires otherwise:

(A) the headings to Clauses and Annexes are inserted for convenience only and do not affect the interpretation of these Self-Remediation Terms;

(B) references to Clauses and Annexes are to Clauses of, and Annexes to, these Self-Remediation Terms, and references to a part or paragraph are to a part or paragraph of an Annex to these Self-Remediation Terms;

(C) the Annexes form part of these Self-Remediation Terms and will have the same force and effect as if expressly set out in the body of these Self-Remediation Terms, and any reference to these Self-Remediation Terms will include the Annexes;

(D) references to these Self-Remediation Terms or to any specified provision of these Self-Remediation Terms are to these Self-Remediation Terms or that specified provision of these Self-Remediation Terms as from time to time amended in accordance with the terms of these Self-Remediation Terms;

(E) a reference to any statutory instrument, statute or statutory provision will be construed as a reference to the same as it may have been, or may from time to time (including after the date of any Contract) be, amended, modified or re-enacted and will include any subordinate legislation made from time to time under that statute or statutory provision;

(F) words importing the singular include the plural and vice versa and words importing a gender include every gender;

(G) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;

(H) references to time are to London time;

(I) the rule known as the eiusdem generis rule will not apply, and accordingly words introduced by words and phrases such as “include”, “including”, “other”, “in particular”, “for example” and “examples” will not be given a restrictive meaning or limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;

(J) the word “company” will be deemed to include any partnership, undertaking or other body or person, whether incorporated or not incorporated and whether now existing or formed after the date of these Self-Remediation Terms;

(K) references to a “person” will be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality), but references to an “individual” will mean an individual natural person only;

(L) references to “DLUHC” will mean the Secretary of State for DLUHC, such other body or person as may reasonably be nominated by DLUHC or any statutory body or government department, in each case to which DLUHC has outsourced the performance of its obligations under these Self-Remediation Terms to;

(M) references to writing will include any modes of reproducing words in a legible form, and will accordingly include e-mail;

(N) any reference to a “day” (including within the phrase “Business Day”) will mean a period of 24 hours running from midnight to midnight;

(O) general words will not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

(P) a reference to any statute or statutory provision includes any subordinate legislation (within the meaning of section 21(1) Interpretation Act 1978) made under it;

(Q) references to “costs” and/or “expenses” incurred by a person will not include any amount in respect of VAT comprised in such costs or expenses for which either

that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit as input tax;

(R) in the context of Guidance only, references to “have regard to” will be interpreted as Participant Developers considering the same but having no contractual or other requirement to comply with such Guidance;

(S) references to “carry out and complete the Works”, “carrying out and completion of the Works” and similar expressions will be construed as a reference to the obligations set out in Clauses 6.1(i), 6.1(ii) and 6.1(iii); and

(T) references to “life-critical fire-safety risk” will be interpreted in accordance with the definition of “Defect”.

Annex 2
Pro forma contract to be entered into between the Secretary of State for Levelling Up, Housing and Communities and individual Participant Developers

DATED [ ]

THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES

and

[*PARTICIPANT DEVELOPER NAME TO BE INSERTED*]

DEED OF BILATERAL CONTRACT
relating to developer self-remediation
to deliver safe residential and mixed use
buildings of 11 metres and over in height

CONTENTS

THIS CONTRACT IS MADE AS A DEED on [ ]

BETWEEN:

1. **THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES** ("**DLUHC**")

AND

2. [*Insert details of the participant developer*] [ ] of [ ] (registered in [●] No. [ ]) (the "**Participant Developer**" and, together with DLUHC, the "**Parties**")

WHEREAS:

(A) On [●] 2023 the Secretary of State for Levelling Up, Housing and Communities set out self-remediation terms to deliver safe residential and mixed use buildings of 11 metres and over in height (as varied from time to time between the Parties, and including all annexes to it, the "**Self-Remediation Terms**").

(B) The Participant Developer has agreed to be bound by this Contract, including the Self-Remediation Terms.

1. Interpretation

1.1 In this Contract, unless otherwise specified:

(A) terms used but not defined have the meaning given to them in the Self-Remediation Terms;

(B) headings to clauses and schedules are for convenience only and do not affect the interpretation of this Contract.

2. Self-Remediation Terms

The Participant Developer and DLUHC will comply with immediate effect with the Self-Remediation Terms, as set out in Schedule 1 (*Self-Remediation Terms*), as varied from time to time in accordance with Clause 26 (*Variation*) of the Self-Remediation Terms. The Self-Remediation Terms are part of and will be deemed incorporated into this Contract.

3. Participant Developer's warranties

3.1 On the date of this Contract, the Participant Developer warrants to DLUHC that:

(A) Incorporation: it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;

(B) Power and capacity: it has full power and capacity to own its assets, to carry on its business as it is now being conducted and to enter into and perform its obligations under this Contract;

(C) Corporate authorisations: it has taken all necessary action to authorise the execution, delivery and performance of this Contract in accordance with its terms, and the execution, delivery and performance by it of this Contract complies with its constitution or other constituent documents;

(D) Binding obligations: this Contract constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;

(E) Transaction permitted: the execution, delivery and performance by it of this Contract complies with its constitution or other constitutional documents;

(F) Solvency:

(i) it is not insolvent or unable to pay its debts as they fall due (after taking into account any Payment Plan established in accordance with Clause 19 of the Self-Remediation Term), and does not reasonably expect to become insolvent or unable to pay its debts as they fall due (after taking into account any Payment Plan established in accordance with Clause 19 of the Self-Remediation Term) as a result of entering into and performing its obligations under this Contract;

(ii) there are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning any PD Group Company which may adversely affect the ability of the Participant Developer to comply with the Contract;

(iii) so far as it is aware, no steps have been taken to enforce any security over any assets of any member of any PD Group Company which may adversely affect the ability of the Participant Developer to comply with the Contract; and

(G) except as fairly disclosed by it to DLUHC before the entry into the Contract in writing:

(i) Information: all information provided by it or on its behalf to DLUHC in connection with the entry into and performance of this Contract, including all information in the Schedules to this Contract, is (to the best of its knowledge and belief, having made due and careful enquiries):

(a) in respect of Buildings built or refurbished by a PD Group Company in the 20 years prior to 5 April 2022, information supplied by the Participant Developer is complete, true, accurate and not misleading; and

(b) for any other Buildings, information supplied by the Participant Developer will be as accurate as reasonably practicable having regard to the age of those Buildings;

(ii) TopCo: there are no PD Group Companies other than the PD Group Companies set out in Schedule 4 (*List of PD Group Companies*) to this Contract, and all such PD Group Companies are Controlled by the Participant Developer; and

(iii) so far as it is aware, having made all reasonable enquiries:

(a) there are no Buildings other than those set out at Part A (*Buildings*) of Schedule 2 *(Buildings)* to this Contract;

(b) there are no Buildings Requiring Works other than those set out at Part B (*Buildings Requiring Works*) of Schedule 2 *(Buildings)* to this Contract;

(c) there are no Stage A Fund Buildings other than those set out at Part C (*Stage A Fund Buildings*) of Schedule 2 *(Buildings)* to this Contract;

(d) there are no Stage B Fund Buildings other than those set out at Part D *(Stage B Fund Buildings)* of Schedule 2 *(Buildings)* to this Contract;

(e) there are no Stage C Fund Buildings other than those set out at Part E *(Stage C Fund Buildings)* of Schedule 2 *(Buildings)* to this Contract; and

(f) there are no Stage D Fund Buildings other than those set out a Part F *(Stage D Fund Buildings)* of Schedule 2 *(Buildings)* to this Contract.

4. Notices

4.1 A notice under this Contract will only be effective if it is in writing. This includes e-mails.

4.2 Notices under this Contract will be sent to a Party at its address and for the attention of the individual set out below:

Party	**Physical Address**	**For the attention of**	**E-mail address**
Participant Developer	[*Participant Developer to confirm*]	[*Participant Developer to confirm*]	[*Participant Developer to confirm*]

DLUHC	2 Marsham Street London SW1P 4DF	[A director]	Building.Safety@levellingup.gov.uk

4.3 A Party may change its notice details on giving notice to the other Party of the change in accordance with this clause, but notice will only be effective on the date falling five clear Business Days after the notification has been received or such later date as may be specified in the notice.

4.4 Any notice given under this Contract will, in the absence of earlier receipt, be deemed to have been duly given as follows:

(A) if delivered personally (including by courier), on delivery;

(B) if sent by first class, recorded or special delivery inland post, two clear Business Days after the date of posting;

(C) if sent by airmail, six clear Business Days after the date of posting; and

(D) if sent by e-mail, when sent, provided that receipt will not be taken to have occurred if the sender receives an automated message indicating that the email has not been delivered to the receiving Party.

5. Further assurance

Each Party will, now or at any time in the future, do or procure the doing of all acts and/or execute or procure the execution of all documents as may be necessary for giving full effect to this Contract and securing to:

(A) in the case of the Participant Developer, DLUHC and the Third Party Beneficiaries; and

(B) in the case of DLUHC, the Participant Developer,

the full benefit of the rights, powers and remedies conferred upon them in the Contract.

6. Entire Agreement

6.1 This Contract and any other documents referred to in it (including the Self-Remediation Terms and any Payment Plan) constitute the whole and only agreement between the Parties relating to its subject matter. In entering into this Contract, the Parties acknowledge that they are not relying upon any pre-contractual statement which is not expressly set out in them.

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]	
[			]
	or		
	[No secretary]		
11.	Accounting reference date	:	[ ]
12.	Auditors	:	[ ]
13.	Tax residence	:	[ ]

Schedule 4
List of PD Group Companies

Name	Registered number	Status (active, dormant, wound up etc.)
[●]	[●]	[●]

Annex 3
Pro forma Data Report

[*As emailed to the Participant Developer on [●]*]

SIGNATURE PAGE

DLUHC

EXECUTED AS A DEED by the SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES

The Corporate Seal of the Secretary of State for Levelling Up, Housing and Communities is hereunto affixed and authenticated in the presence of:

.....

Authorised Signatory

Print Name:

.....

The Participant Developer

[*Participant Developer signature block to be inserted*]