

DATED \_\_\_\_\_ 2026

(1) **Twelvetrees (Bromley By Bow) Management  
Company**

- and -

(3) **Bellway Homes Limited**

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## **ACCESS LICENCE AND WORKS AGREEMENT**

**for fire safety works at the Property**

relating to

**The Maltings, 1-12 Malting Close, Twelvetrees Crescent,  
Bromley-by-bow, London**

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THIS AGREEMENT is made \_\_\_\_\_ 2026

**BETWEEN:**

- (1) **Twelvetreets (Bromley By Bow) Management Company** whose registered office is at Urang Property Management Limited, 196 New Kings Road, London, England, SW6 4NF (company registration number 5484407) ('**Management Company**'); and
- (2) **Bellway Homes Limited** (company number: 670176) whose registered office is at Woosington House, Woosington, Newcastle upon Tyne, Tyne and Wear NE13 8BF ('**Bellway**').

**RECITALS**

- A. This Agreement relates to the Property.
- B. Bellway was the original developer that constructed the Property. Bellway plc has entered into the SRT.
- C. In order to give effect to Bellway's commitments under the SRT, the Management Company, subject to the terms of this Agreement, gives consent to Bellway to carry out the Works and grant permission to Bellway and Bellway's Persons to enter onto the Property and to carry out the Works. Bellway intends to enter into a separate agreement with the Owner of the Property.

In consideration of the sum of ten pounds (£10) paid by Bellway to the Management Company (receipt of which is hereby acknowledged by the Management Company) it is hereby agreed as follows:

**AGREED TERMS:**

**1. DEFINITIONS**

Except where the context otherwise requires, in this Agreement, words and expressions that begin with capital letters in this Agreement shall have the meanings given to them as set out below. Any terms used but not defined in this Agreement shall have the meaning given to them in the SRT.

- 1.1 **Alterations:** has the meaning ascribed to that term in the SRT;
- 1.2 **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;
- 1.3 **Appointment:** means the appointment of the Consultant substantially in the form attached or referred to at **Annex 5** to this Agreement and references shall include the appointments of any replacement member of the Consultant only duly appointed;
- 1.4 **Bellway's Persons:** means Bellway's employees, agents, servants, contractors, consultants and all other persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the Property in relation to the carrying out of the Works, excluding the Owner and the Management Company and anyone employed or engaged by either the Owner or the Management Company;
- 1.5 **Building Contract:** means a building contract to be entered into between Bellway and the Contractor relating to the carrying out of the Works or part of them, which shall include the principles set out in **Annex 4**, and references shall include the contract of any replacement Contractor once duly appointed in accordance with this Agreement.
- 1.6 **Building Insurance Policy:** means a policy of insurance effected by the Owner in relation to the Property;
- 1.7 **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;

- 1.8 **Building Regulations Completion Certificate:** means a final certificate issued in respect of the Works by the building control department of the local authority or an approved inspector pursuant to the Building Regulations;
- 1.9 **Business Day:** means a day which is not a Saturday, a Sunday or a Public Holiday;
- 1.10 **CDM Regulations:** means the Construction (Design and Management) Regulations 2015;
- 1.11 **Construction Act:** means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy Economic Development Act 2009;
- 1.12 **Contact Details:** means:

Bellway:

Address: Bellway Homes Limited (Building Safety Division), Anchor Boulevard, Crossways Business Park, Dartford Kent DA2 6QH

FAO: the Managing Director

With a copy to (in the case of notices of adjudication or service of court proceedings only):

Address: Bellway Homes Limited, Woolsington House, Woolsington, Newcastle upon Tyne NE13 8BF.

FAO: the Group Legal Director.

AND

Address: DAC Beachcroft LLP, Bank House, East Pilgrim Street, Newcastle upon Tyne NE1 6QF.

FAO: Bellway Construction Contact Partner

Management Company:

Address: Twelvetimes (Bromley By Bow) Management Company, Urang Property Management Limited, 196 New Kings Road, London, England, SW6 4NF

FAO: Directors

Email address: 12TreesManCo@gmail.com

- 1.13 **Consultant: Stantec Hydrock Limited** whose registered office is at Over Court Barns, Over Lane, Almondsbury, Bristol, BS32 4DF (company number: 03118932);
- 1.14 **Contractor: ReGen Facades Limited** whose registered office is at Park Mill, Burydell Lane, Park Street, St Albans, AL2 2EZ (company number 14655003);
- 1.15 **Defects:** has the meaning ascribed to that term in the SRT;
- 1.16 **Deleterious:** means goods, materials, equipment, product or kits:
- that are generally accepted in the construction industry: (i) to be hazardous and posing a threat to the health and safety of any person, or (ii) to pose a threat to the durability, structural stability, performance or physical integrity of the Works or any part or component of the Works in the particular circumstances in which they are used; or

- that are not in accordance with any relevant British standards or any applicable agrément certificate issued by the British Board of Agrément current at the date of use; or
- supplied or placed on the market in breach of the Construction Products Regulations; or
- not being in accordance with the Joint Code of Practice on the Protection from Fire on Construction Sites and Buildings Undergoing Renovation (current at the date of this Agreement) which is published by the Building Employer's Confederation (now Construction Confederation), the Loss Prevention Council and the National Contractor's Group with the support of the Association of British Insurers, the Chief and Assistant Chief Fire Officers Association and the London Fire Brigade; or
- that are expressly prohibited under this Agreement;

1.17 **Handover Documents:** means the documents listed in **Annex 2** to this Agreement;

1.18 **Insolvent:** means for the purposes of this Agreement, in respect of a company:

- 1.18.1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986 (as amended from time to time);
- 1.18.2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of the Insolvency Act 1986 (as amended from time to time), or the appointment of a receiver under Chapter II of that Part;
- 1.18.3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of the Insolvency Act 1986 (as amended from time to time); or
- 1.18.4 on the making of a winding-up order under Part IV or V of the Insolvency Act 1986 (as amended from time to time);
- 1.18.5 a moratorium pursuant to Part A1 of the Insolvency Act 1986 comes into force in respect of it;
- 1.18.6 it enters into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction or an arrangement or compromise with a single creditor to pay other than on strict contractual terms); or
- 1.18.7 an order is made sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it

and each of clauses 1.18.1 to 1.18.7 also includes any analogous arrangement, event or proceedings in any other jurisdiction;

1.19 **Insurers:** means the insurers of the Property under the Buildings Insurance Policy;

1.20 **Leases:** means the residential leases of the individual dwellings, common areas and/or commercial or retail units that comprise the Property;

1.21 **MHCLG:** means the Ministry of Housing, Communities & Local Government (formerly the Secretary of State for the Department for Levelling Up, Housing and Communities) or any other successor of His Majesty's Government Department;

1.22 **Monitoring Surveyor** means the monitoring surveyor to be appointed by the Management Company and paid for by Bellway in accordance with clause 7.4 and 12;

1.23 **Necessary Consents:** means any consents, approvals (including building control approvals), licences and permissions necessary and required from any regulatory body or local authority to enable the lawful and proper carrying out and completion of the Works at the Property;

- 1.24 **Original Completion Date:** has the meaning ascribed to that term in the SRT;
- 1.25 **Owner:** Chime Properties Limited whose registered office is at 140 Aldersgate Street, London, England, EC1A 4HY (company registration number: 5746957);
- 1.26 **Party:** means a party to this Agreement;
- 1.27 **Property:** means part of the land and buildings comprised in the following title: EGL544791 and known as The Maltings, 1-12 Malting Close, Twelvetreces Crescent, Bromley-by-bow, London;
- 1.28 **Public Holiday:** means Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday;
- 1.29 **Regulation 38 Information:** the information required pursuant to Regulation 38 of The Building (Higher Risk Buildings Procedures) (England) Regulations 2023;
- 1.30 **Responsible Person:** the Management Company and any accountable person (as defined in the Building Safety Act 2022) for any building forming part of the Property;
- 1.31 **Qualifying Assessment:** shall have the same meaning as that term is defined in the SRT;
- 1.32 **Related Parties:** means the relevant Party's parent, subsidiaries, assigns, transferees, representatives, associates, affiliates and/or agents;
- 1.33 **Scheme:** means Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended, consolidated, extended or re-enacted from time to time);
- 1.34 **Site Compound Area:** means the area marked on the site plan drawing attached at Annex 1;
- 1.35 **Specification:** means the detailed description of the Works attached or referred to at **Annex 1** to this Agreement;
- 1.36 **Specified Perils:** means fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, terrorism, riot and civil commotion and such other events as are generally included in a typical buildings insurance policy;
- 1.37 **SRT:** means the deed of bilateral contract (incorporating the Self-Remediation Terms) relating to developer self-remediation to deliver safe residential and mixed use buildings of 11 metres and over in height between: MHCLG (1); and Bellway plc (2);
- 1.38 **Standard:** means the standard applicable to the Works, as defined in the SRT;
- 1.39 **Start Date:** means the date of this Agreement or, if earlier, the date Bellway commenced the Works at the Property;
- 1.40 **Works:** means the works to the Property described in the Specification including any variations or changes made to those works in accordance with the terms of this Agreement and any other works to be procured by Bellway and carried out to the Property in accordance with and subject always to Bellway's obligations under the SRT;
- 1.41 **Works Defects:** any defects, shrinkages or other faults in the Works which arise as a result of Bellway's failure to comply with its obligations under this Agreement; and
- 1.42 **Works Period:** means the period commencing on the Start Date and expiring on the date of completion of the Works.

## 2. INTERPRETATION

Except where the context otherwise requires, in this Agreement:

- 2.1 references to the Management Company include a reference to their successors in title;
- 2.2 If a Party comprises more than one person their obligations and liabilities are joint and several;
- 2.3 Any reference to a clause or Annex shall be a reference to a clause or Annex of this Agreement;
- 2.4 Words in the singular also mean the plural and vice versa;
- 2.5 Any word or term importing gender shall include any gender and references to a person or persons shall, where the context so requires, include individuals, bodies corporate, unincorporated associations, trusts, trustees, partnerships, a firm or any other entity having legal capacity;
- 2.6 the annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexes;
- 2.7 Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 2.8 Reference to a statute or statutory instrument includes all subordinate legislation made under it and any re-enactment, amendment or consolidation of it which is for the time being in force (unless expressly provided otherwise);
- 2.9 A provision of this Agreement which is void or unenforceable shall be severed from all other provisions of this Agreement and the remaining provisions shall continue to have effect;
- 2.10 Any references to **'includes'**, **'include'** or **'including'** are deemed to be followed by the words **"without limitation"** and the use of the words **'other'** or **'otherwise'** shall not be construed as having a limiting effect;
- 2.11 Where a Party comprises two or more persons;
  - 2.11.1 any obligations on the part of that Party contained or implied in this Agreement are deemed to be joint and several obligations on the part of those persons; and
  - 2.11.2 references to that Party include references to each and any of those persons.
- 2.12 No variation of this Agreement shall be effective unless it is in writing and signed as a deed by duly authorised signatories of each of the Parties.
- 2.13 References to the Owner mean references to the relevant Owner of the part of the Property as relevant.
- 2.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

### 3. **CONSENT TO THE WORKS AND CO-OPERATION**

- 3.1 With effect from the Start Date, the Management Company consents to Bellway and Bellway's Persons carrying out the Works during the Works Period in accordance with the provisions of this Agreement. The Management Company shall (to the extent which can reasonably be considered to be within their control) provide to Bellway and Bellway's Persons unimpeded and unrestricted access to and a licence to occupy and use all parts of the Property that may be reasonably required by Bellway and/or Bellway's Persons to carry out and complete the Works and to obtain, where required, a Qualifying Assessment.
- 3.2 Subject to clause 3.3, the Management Company warrants and represents that it has the rights, and authority, to grant the licence and access referred to in clause 3.1.
- 3.3 For the avoidance of doubt, subject always to the Management Company's obligations to comply with the terms of clause 3.4, the Management Company is unable to guarantee rights

of and/or grant access referred to in clause 3.1 in respect of the internal areas of the individual residential properties of the Property.

- 3.4 On receipt of a written request from Bellway to do so, the Management Company shall promptly take all steps reasonably deemed to be necessary to enforce the terms of the Leases and tenancies to enable Bellway and Bellway's Persons to gain access to individual properties and common areas forming part of the Property to carry out and complete the Works, and to obtain, where required, a Qualifying Assessment. Where the Management Company is likely to incur any costs in arranging such access pursuant to this clause 3.4, the Management Company shall notify Bellway of the anticipated costs prior to incurring such costs. Bellway shall then confirm in writing to the Management Company whether it wishes the Management Company to proceed with any enforcement of the Leases or tenancies. Provided that Bellway has confirmed in writing that the Management Company may proceed, and confirmed the proposed costs of such enforcement, then Bellway shall be responsible for payment of the Management Company's reasonable and properly incurred costs directly associated with arranging such access, subject to the provisions of clause 6.1 of the SRT.
- 3.5 The Management Company will not do or omit to do anything (or cause or permit any third party to do or omit to do anything) that would delay or disrupt or prevent Bellway and/or Bellway's Persons from commencing, carrying out and completing the Works and obtaining, where required, a Qualifying Assessment, with all reasonable speed
- 3.6 To the extent any Party Wall Act notices, awards or agreements are required to enable Bellway lawfully to carry out and complete the Works and provided always that Bellway shall pay any costs (including those of any adjoining owner) required to ensure compliance by the Management Company with its obligations under the Party Wall etc Act 1996, the Management Company shall no later than the Start Date use reasonable endeavours to procure any such awards and/or enter into such agreements as may be reasonably required and so as not to delay or disrupt the commencement, carrying out and completion of the Works.
- 3.7 Subject to clause 3.8, the Management Company shall permit Bellway and Bellway's Persons to have reasonable and unimpeded access to a power and water supply at the Property to facilitate the carrying out and completion of the Works.
- 3.8 Bellway shall procure the installation of a separate meter or meters at the Property for power and water and then settle (or procure that the relevant Bellway's Person settles) all charges for power and water consumed by Bellway or the relevant Bellway's Person.
- 3.9 Notwithstanding any other term or provision of this Agreement, nothing in this Agreement shall affect Bellway's obligations or liability under this Agreement for any other matter for which liability cannot be excluded or limited by law.
- 3.10 All of Bellway's rights to sue and/or claim damages or indemnity or contribution or any other relief against third parties other than the Parties (including joint tortfeasors with any of the Parties) arising out of defects and/or damage at the Property are fully preserved and are in no way released by this Agreement.
- 3.11 The Management Company each agree that they shall use reasonable endeavours to ensure that anyone for whom they are responsible shall comply with the Management Company's obligations under this Agreement in such manner as not to put Bellway in breach of its obligations and duties under the SRT. The Management Company shall use reasonable endeavours to cooperate with Bellway in relation to its obligations and duties under the SRT in so far as they relate to the Property and/or the Works or any part of them.
- 3.12 The Parties agree that it may be necessary to vary the terms of this Agreement in order to reflect or take account of the requirements of the SRT (in so far as they relate to the Property) and the Parties shall liaise and co-operate with each other to agree and give effect to such variations as soon as reasonably practicable.
- 3.13 The Management Company will provide such information to Bellway, as Bellway reasonably requests in writing in respect of the Works and/or the Property or any part of them in order to

comply with its reporting obligations under the SRT or otherwise, as soon as reasonably practicable and, in any event, not later than seven (7) days after receiving such request.

- 3.14 The Management Company will provide such information to Bellway, as Bellway reasonably requests in writing in respect of the Works and/or the Property or any part of them in order to comply with MHCLG's monitoring rights under the SRT or otherwise, as soon as reasonably practicable and, in any event, not later than seven (7) days after receiving such request.
- 3.15 The Management Company hereby assign to Bellway any and all causes of action each has or may have against the manufacturers or any products used within the original construction of the Property, in any manufacturer guarantees or warranties or otherwise.

#### **4. CARRYING OUT AND COMPLETING THE WORKS**

- 4.1 Bellway shall use all reasonable endeavours to carry out and complete the Works in a proper and workmanlike manner:
  - 4.1.1 in accordance with:
    - 4.1.1.1 the SRT;
    - 4.1.1.2 the terms of this Agreement;
    - 4.1.1.3 the specification and documents attached at Annex 1;
    - 4.1.1.4 the Necessary Consents;
    - 4.1.1.5 the Code of Practice for Remediation of Residential Buildings published by DLUHC on 27 July 2023; and
    - 4.1.1.6 all Applicable Laws (subject always to the exclusions and limitations contained in the SRT);
  - 4.1.2 using reasonable skill and care when carrying out any design and selection of any materials or goods for use in the Works, and
  - 4.1.3 to the Standard applicable at the Start Date,

PROVIDED ALWAYS THAT to the extent permitted by Applicable Law, Bellway's liability in respect of design and selection of materials shall be limited to using reasonable skill and care to the standard of an architect or other professional designer experienced in carrying out works similar to the Works.

- 4.2 Notwithstanding any other term or provision in this Agreement, to the extent permitted by Applicable Law:
  - 4.2.1 Bellway's liability in respect of design and selection of materials shall be limited to using reasonable skill and care to the standard of an architect or other professional designer experienced in carrying out works similar to the Works; and
  - 4.2.2 nothing in this Agreement shall impose a fitness for purpose obligation or liability on Bellway in relation to the design or selection of materials for incorporation into the Works.
- 4.3 Bellway shall use the standard of reasonable skill and care required by clause 4.1 to see that, unless authorised by the Owner or Management Company in writing or, where such authorisation is given orally, confirmed by Bellway to the Owner or Management Company in writing, any goods or materials specified by it for use in the Works are in accordance with the guidelines contained in the edition of the publication '*Good practice in Selection of Construction Materials 2011*' published by the British Council of Offices and the BRE Digest current at the date of specification.
- 4.4 Without prejudice to clause 4.3, Bellway shall use the standard of reasonable skill and care required by clause 4.2.1 to see that it does not specify or approve for use or use anything in the Works which, at the time of specification or approval is Deleterious.

- 4.5 Bellway shall be entitled to vary (always provided that such variation does not have any material adverse impact on the quality of the Works, in which case, clause 5.5 will apply) the nature and scope of the Works or any part of them without the Management Company's consent being required in order to:
- 4.5.1 comply with the requirements of the SRT; or
  - 4.5.2 remove any discrepancy, ambiguity or conflict within or between the documents describing the Works (including the Specification); or
  - 4.5.3 comply with any Necessary Consents, Applicable Law or statutory requirements; or
  - 4.5.4 as required by any competent authority to verify that the Standard has been met; or
  - 4.5.5 substitute any materials, products or goods for any goods, products or materials of equivalent or similar quality.

PROVIDED THAT any such variation shall not prevent Bellway from obtaining a Qualifying Assessment or achieving the Standard (as set out in the SRT) and, for the avoidance of doubt, any design development or amplification of the design or selection of materials shall not constitute a variation to the nature and scope of the Works.

- 4.6 Without prejudice to clause 4.5, Bellway shall be entitled with the Management Company's consent (such consent not to be unreasonably withheld or delayed) to implement any other variation of the scope of the Works of a kind not described in clause 5.5 above provided it supplies the Management Company promptly with copies of revised documents describing the amended scope of the Works.
- 4.7 Bellway shall not be liable or responsible for any loss or damage to the Property and any existing structures and contents located within or adjacent to the Property unless and to the extent that such loss or damage is directly caused by Bellway's or Bellway's Persons' failure to comply with the terms of this Agreement.
- 4.8 At all times during the progress of the Works, Bellway shall (and shall procure that Bellway's Persons shall):
- 4.8.1 use reasonable endeavours not to cause any avoidable nuisance or any damage or injury to the Management Company, or any other person including (without prejudice to the generality of the foregoing) occupiers of the Property nor infringe any of their rights except that temporary loss of light and / or amenity and / or temporary limitations on access or alternative access are excepted during the carrying out of the Works;
  - 4.8.2 use reasonable endeavours not to damage the Property nor its contents; and
  - 4.8.3 provide promptly to the Management Company any information reasonably requested by the Management Company to satisfy itself that the provisions of this Agreement are being complied with.
- 4.9 Bellway must make good any damage (including decorative damage) as soon as reasonably practicable to any land or building or any plant and machinery (other than the Property) which is directly caused by Bellway or Bellway's Persons carrying out of the Works and to the extent caused by Bellway's negligence or the negligence of Bellway's Persons.
- 4.10 Bellway will provide to the Management Company a copy of the written monthly progress report prepared during the Works Period, and which will confirm:
- 4.10.1 the Works that have been undertaken by Bellway at the Property since the previous report; and
  - 4.10.2 the Works intended to be undertaken by Bellway at the Property before the next report.

- 4.11 The Management Company shall not do or omit to do (or knowingly allow, cause or permit) anything which can reasonably be considered to be within its control which might delay or disrupt the carrying out, regular progress and completion of the Works. The Management Company shall not be relieved from its obligations under this clause solely because costs may be recoverable from Bellway pursuant to clause 11. Where the Management Company requires Bellway's prior written approval to incur any cost pursuant to clause 11, the Management Company shall not be considered to be in breach of this clause to the extent that any delay or disruption is caused directly by Bellway failing to approve such costs PROVIDED THAT the Management Company takes all reasonable steps to provide all relevant supporting particulars to enable Bellway to review such costs.
- 4.12 Bellway shall (at its own cost) procure all Necessary Consents, planning, building control or other statutory or regulatory permissions, consents and approvals required in respect of the Works (to the extent that the obtaining of such consents is reasonably within Bellway's control), except in relation to any consents or approvals required from the Management Company or any residents, leaseholders or neighbouring property owners, which consents or approvals shall be the responsibility of the Management Company.
- 4.13 Bellway shall (at its own cost) carry out or procure that a conditions survey is carried out in respect of those areas of the Property subject to the Works both:
- 4.13.1 prior to commencement of the Works; and
- 4.13.2 after practical completion of the Works,
- solely for the purposes of recording the damage (if any) caused to the Property in the course of undertaking the Works and, in the event that such damage is caused. Bellway will at its own cost make good any such damage caused by Bellway or Bellway's Persons carrying out the Works as soon as is practicable according to the nature of the damage caused.

## **5. CDM REGULATIONS**

- 5.1 In this clause 5 **client**, **health and safety file**, and **project** have the same meanings as in the CDM Regulations. Bellway will be the 'client' for the purposes of the CDM Regulations. To the extent applicable to the Works, Bellway shall comply with its obligations under the CDM Regulations.

## **6. COMPLETION OF THE WORKS**

- 6.1 Subject to clauses 6.4 – 6.9, Bellway shall give the Management Company written notice as soon as reasonably practicable after the Works have, in Bellway's reasonable opinion, been practically completed.
- 6.2 As soon as reasonably practicable after practical completion of the Works, Bellway shall:
- 6.2.1 provide a copy of a Building Regulations Completion Certificate to the Management Company (but only to the extent that it is necessary in order to comply with Applicable Law in relation to the Works);
- 6.2.2 remove all debris caused by the Works and equipment used in carrying out the Works from the Property and ensure that all working areas are left clean and tidy to the extent caused by Bellway, the Contractor and/or Bellway's Persons;
- 6.2.3 provide a copy of the Qualifying Assessment in respect of the Works to the Management Company; and
- 6.2.4 to the extent applicable to the Works, supply the Management Company with copies of the Handover Documents and grant the Management Company a royalty-free, irrevocable, non-exclusive and transferable licence to copy and use any design documents forming part of the Handover Documents provided that the relevant copyright owner shall not be liable for use of the documents for any purpose other than for which they were prepared.

- 6.3 The Management Company may (with or without the Monitoring Surveyor) inspect the Works at such times and with such frequency as may be reasonable in the circumstances.
- 6.4 To the extent that the Owner has not appointed a Monitoring Surveyor, the Management Company shall be entitled to appoint a Monitoring Surveyor to establish and ascertain that the Works are being or have been completed in accordance with this Agreement. Bellway shall be liable for the reasonable and properly incurred costs of such appointment provided such costs are agreed between the Parties in advance before such costs are incurred and subject always to the provisions of clause 6.1 of the SRT and PROVIDED ALWAYS THAT: (i) such costs are incurred directly arising from the carrying out of the Works; and (ii) only to the extent Bellway is liable to pay such costs to the Management Company under the terms of the SRT.
- 6.5 Bellway shall upon receiving not less than ten (10) Business Days' prior written notice (including by email) (save in the case of emergency where written notice shall not be required) provide the Management Company (and any other person authorised by it and their advisers) with access to all parts of the Works that are accessible without opening up or other additional works, at such times as they reasonably require in order to establish and ascertain that the Works are being or have been completed in accordance with this Agreement.
- 6.6 No inspection by the Management Company (including their nominated or authorised persons) shall relieve or release Bellway from any of its obligations and/or liability under this Agreement.
- 6.7 Where reasonably required by Bellway, when the Management Company and any persons authorised by it and their advisers inspect the Works or any part of them pursuant to this Agreement they shall be accompanied by Bellway (or its representative).
- 6.8 In exercising any right of inspection of the Works or any part of them pursuant to this Agreement, the Management Company and any other person nominated by it shall:
- 6.8.1 not obstruct or delay or prevent the regular progress of the Works or any part of them;
  - 6.8.2 address all comments to Bellway (or its representative), and not give any instruction or make any comment to the Consultant and
  - 6.8.3 observe all site rules (including those relating to health and safety).
- 6.9 The Monitoring Surveyor may provide Bellway with written notice of:
- 6.9.1 failures of Bellway to achieve the standards set out in clause 6.1 in respect of the Works; and/or
  - 6.9.2 Works Defects.
- and Bellway shall review and (acting reasonably) take account of (but shall not be bound by) any reasonable comments given to Bellway by the Monitoring Surveyor which are received prior to the date of Practical Completion following an inspection under this clause 6.9 AND PROVIDED ALWAYS THAT no comments given by the Monitoring Surveyor and nothing in this clause shall: (i) vary, modify or extend any of Bellway's obligations and/or liabilities under or in connection with this Agreement; (ii) create any greater or longer lasting obligations and liabilities under this Agreement; and (iii) create any new obligations or liabilities which are not otherwise expressly set out in this Agreement.
- 6.10 Without prejudice or limitation to any other obligations, if any Works Defects appear and Bellway is notified in writing of such Works Defects within the first twelve (12) months after practical completion of the Works, then Bellway shall within a reasonable period (having regard to the nature of the Works Defects) following receipt of such notification make good such Works Defects at no cost to the Management Company.
- 6.11 Notwithstanding any other term or provision of this Agreement, Bellway shall not be liable under this Agreement for any defects, shrinkage or other fault in the Works or the relevant part of this:

- 6.11.1 caused by a third party (excluding Bellway's Persons) following practical completion of the Works; or
- 6.11.2 that is considered to be a defects, 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 or registered building inspector 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).

## **7. INSURANCE**

- 7.1 Bellway shall:
  - 7.1.1 procure at its own cost and expense that the Works and all materials in the course of being installed as part of the Works are insured in their full reinstatement value with reputable insurers carrying on business in the United Kingdom for the duration of the Works until completion and in the event of damage or destruction, shall procure as soon as reasonably practicable the reinstatement of the Works as reasonably required;
  - 7.1.2 maintain public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) for any one occurrence or all occurrences arising out of one event (until the Works are completed);
  - 7.1.3 maintain employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) for any one occurrence (until the Works are completed).
- 7.2 Bellway shall only be liable for any loss or damage to the Property and any existing structures and contents located within or adjacent to the Property in so far as such loss or damage is directly caused by Bellway and/or Bellway's Persons carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty or default by Bellway and/or Bellway's Persons.
- 7.3 Bellway shall not be liable under or in connection with this Agreement for any loss, injury or damage to the Property and any existing structures and contents located within or adjacent to the Property caused by any of the Specified Perils save where and to the extent that the Building Insurance Policy has been vitiated by any act or negligent omission of Bellway or Bellway's Persons and PROVIDED ALWAYS THAT Bellway has been provided prior to the date of this Agreement with a complete and accurate copy of the Building Insurance Policy (including a certificate relating to the Property including additional endorsements and terms) maintained with the Insurers in accordance with the terms of clause 8, together with any amendments or changes effected from time to time to the Building Insurance Policy.
- 7.4 Notwithstanding any other term or provision of this Agreement, Bellway shall not be liable under or in connection with this Agreement to commence, carry out and complete the Works to the extent that the Owner does not reinstate the Property and any existing structures and contents located within or adjacent to the Property to the extent required due to loss, injury or damage caused by any of the Specified Perils.

## **8. MANAGEMENT COMPANY CONSENT**

- 8.1 The Management Company warrants and represents that it has the capacity, power and authority to:
  - 8.1.1 enter into, perform and deliver this Agreement; and
  - 8.1.2 otherwise be bound by this Agreement.
- 8.2 The Management Company warrants and represents that neither the execution nor delivery of this Agreement by the Management Company, nor the performance by the Management Company of any of its obligations under this Agreement conflicts with or will conflict with any provision of any of the constitutional documents of the Management Company.

## **9. NO WARRANTY BY MANAGEMENT COMPANY**

- 9.1 No representation or warranty is given or is to be implied by the Management Company entering into this Agreement or by any step taken by or on behalf of the Management Company, in connection with it as to the suitability of the Property or the building of which it forms part for the carrying out of the Works.
- 9.2 Bellway acknowledges that it does not rely on, and will have no remedies in respect of any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Management Company before the date of this Agreement as to any of the matters mentioned in clause 9.1.

## **10. ACKNOWLEDGEMENTS**

- 10.1 The agreements set out in this Agreement are made without any admission or acceptance of liability or wrongdoing by the Parties in respect of any allegations raised or arising out of the facts and matters giving rise to this Agreement or the Works.

## **11. COSTS AND LIABILITY**

- 11.1 Bellway will be liable to the Management Company under this Agreement for the reasonable costs properly incurred or suffered by the Management Company which arise directly from the matters described in clauses 6.1 (A) to 6.1 (G) of the SRT to the extent such costs are directly arising from the carrying out of the Works on the basis set out in, and subject to any exclusions or limitations contained in, the SRT, including but not limited to the reasonable cost, loss and/or expense incurred by the Management Company directly arising from:

11.1.1 the Management Company arranging access to the relevant parts of the Property and/or any third party in respect of a neighbouring property interests relating to the Property provided that Bellway shall not be required to pay unreasonable or unusual fees in order to gain access;

11.1.2 from instructing and retaining professional advisers (to include the Monitoring Surveyor where the Owner has not appointed a Monitoring Surveyor) engaged by the Management Company in respect of any monitoring capacity to the Works; which in respect of the Monitoring Surveyor are pre-agreed by Bellway at a total capped amount of up to thirty four thousand, eight hundred and seventy five pounds (£34,875) plus VAT, for services actually carried out in accordance with the breakdown included within the Monitoring Surveyors fee quote dated 15 September 2025 (approved by email from Bellway 17 September 2025); and

11.1.3 in procuring any Necessary Consents that are not reasonably within Bellway's power to procure in accordance with clause 4 and, for the avoidance of doubt, this may include (but shall not be limited to) any charges payable to the building safety regulator that arise as a result of the Works and are charged to the Management Company,

PROVIDED ALWAYS: (i) any such costs are incurred directly arising from the carrying out of the Works; and (ii) only to the extent Bellway is liable to pay such costs to the Management Company (as the case may be) under the terms of the SRT.

- 11.2 Where the Management Company reasonably believes that either Party's obligations under this Agreement require assistance by the Management Company's managing agents, the Management Company shall provide written notification to Bellway setting out the proposed services it wishes the managing agent to carry out and the proposed costs associated with such services. Where Bellway has provided its consent in writing to the Management Company confirming that the managing agent's services are required, and that the proposed costs associated with its engagement are accepted, then Bellway acknowledge that any such costs incurred by the Management Company in respect of such services carried out by the managing agent are to be recoverable, in accordance with clause 11.1 above.
- 11.3 Notwithstanding any other term or provision of this Agreement, Bellway shall not be liable under this Agreement for any:

- 11.3.1 costs incurred as a result of, or arising out of or in connection with, the negligence, fraud, wilful default or bad faith, delay of and/or lack of co-operation or assistance reasonably required from any third party (excluding Bellway, any of Bellway's Related Parties or Bellway's Persons) or the Management Company; or
- 11.3.2 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 the Management Company.
- 11.4 Notwithstanding any other term or provision of this Agreement, Bellway shall have no obligation to carry out and complete any works and/or obtain a Qualifying Assessment in respect of the Property or any part of it for so long as Bellway or Bellway's Persons is not granted access to the Property or relevant parts thereof.
- 11.5 Notwithstanding any other term or provision of this Agreement, the terms of this Agreement do not require the Works to cover any work which goes beyond that required under clause 7.5 of the SRT.
- 11.6 Notwithstanding any other term or provision of this Agreement, Bellway shall have no obligation to carry out and complete any works in respect of any Defects to the extent that the Defects are: i) solely the result of Alterations by a person other than Bellway after the Original Completion Date; or ii) as a result of any failure to appropriately maintain the Property following the Original Completion Date.
- 11.7 For the avoidance of doubt, Bellway shall not be liable under this Agreement for:
  - 11.7.1 the cost of interim safety measures (including waking watch costs and alarm upgrades);
  - 11.7.2 increases in buildings insurance premiums (save as expressly provided for in clause 8);
  - 11.7.3 any leaseholder compensation (except as expressly provided for in this Agreement).

## **12. ASSIGNMENT**

- 12.1 The benefit to any Party of this Agreement cannot be assigned or novated to a third party without the other Parties' consent, except that the Management Company may novate its interests under this Agreement to a third party in the event that that third party acquires and/or assumes the rights and obligations that the Management Company holds in respect of the Property PROVIDED THAT the form of deed of novation shall be in a form to be agreed between the Parties (acting reasonably) and shall not by operation of the deed of novation impose on Bellway any more onerous obligations or liabilities than it already has under this Agreement.
- 12.2 Bellway shall not contend that any person to whom the benefit of this Agreement is assigned under clause 12.1 may not recover any sum under this Agreement because that person is an assignee and not a named Party to this Agreement.

## **13. CONFIDENTIALITY AND PUBLICITY**

- 13.1 Subject to the terms of this clause, the terms and contents of this Agreement (but not its existence) and the negotiations leading to its conclusion are confidential. None of the Parties shall disclose to any person the terms and contents of this Agreement or details of negotiations leading to its conclusion without the written permission of the other Parties to this Agreement other than:
  - 13.1.1 to the Parties' respective professional advisors, solicitors, expert witnesses, auditors, regulator, bankers, brokers, insurers, reinsurers, sub-contractors, suppliers and consultants on terms which preserve confidentiality; or

- 13.1.2 so far as may be required or necessary for the proper performance by any Party of its obligations and duties under this Agreement or under the SRT or any contract entered into by Bellway with MHCLG or any other third party in connection with the SRT; or
  - 13.1.3 pursuant to an order by a court or tribunal of competent jurisdiction, or pursuant to any proper order or demand made by any competent tribunal, authority or body where they are under a legal or regulatory obligation to make such disclosure; or
  - 13.1.4 as may be 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; or
  - 13.1.5 so far as necessary to pursue, settle, compromise or defend any claim, action or proceedings with or against any third party in respect of matters arising out of or in connection with the Property; or
  - 13.1.6 as may be required by law; or
  - 13.1.7 so far as necessary to implement and enforce any terms of this Agreement.
- 13.2 On disclosing this Agreement or its terms or contents within the terms of this clause, the Party so disclosing shall use all reasonable endeavours to extract from the person to whom disclosure is to be made and before such disclosure is made an enforceable agreement to keep this Agreement and its terms and contents confidential.
- 13.3 The Parties shall use all reasonable endeavours to agree a joint public statement to the residents and leaseholders of the Property regarding the arrangements made for completion of the Works.

#### 14. TERMINATION

- 14.1 The Management Company shall be entitled to terminate this Agreement on giving not less than seven (7) Business Days' notice in writing to Bellway if Bellway becomes Insolvent.
- 14.2 In the event that, prior to the completion of the Works, Bellway without reasonable cause wholly or substantially suspends the carrying out of the Works for a continuous period of six (6) months (a '**Bellway Default**'), then the Management Company shall be entitled to issue a written notice to Bellway of its intention to terminate Bellway's engagement under this Agreement PROVIDED THAT:
  - 14.2.1 prior to issuing such notice to Bellway, the Management Company shall liaise with the Monitoring Surveyor setting out the reasons it considers there has been a Bellway Default; and
  - 14.2.2 the Management Company shall only be entitled to issue a notice of its intention to terminate if such notice is accompanied by a written acknowledgement from the Monitoring Surveyor confirming that in its reasonable opinion there has been a Bellway Default; and
  - 14.2.3 for the avoidance of any doubt, where progress of the Works at the Property has been suspended due to any reasons beyond Bellway's control (including but not limited to any breach or default by the Management Company of its obligations under this Agreement, or any delays in receipt of approvals required from third parties to commence, carry out and complete the Works), this shall not be considered a Bellway Default.

If the Bellway Default continues for a period of fourteen (14) days after receipt of a properly served written notice from the Management Company pursuant to this clause 14.2, then the Management Company may on or within twenty one (21) days after expiry of such fourteen

(14) day period by further written notice to Bellway terminate Bellway's engagement under this Agreement.

- 14.3 In the event that the Owner is Insolvent or the Property is destroyed or damaged and the Owner does not reinstate the Property so as to enable Bellway to continue to carry out and complete the Works in accordance with the SRT or this Agreement, then Bellway shall be entitled by serving a written notice on the Management Company to terminate this Agreement with effect from the date and time of receipt of such notice.
- 14.4 In the event of termination of this Agreement under clause 14, the Management Company shall be entitled to appoint a replacement contractor to carry out and complete the Works.
- 14.5 Termination of this Agreement shall be without prejudice to the rights of the Parties at common law and in respect of any antecedent breaches of this Agreement and to any continuing obligations of either party under this Agreement.

## **15. COLLATERAL WARRANTIES**

- 15.1 As soon as reasonably practicable after the later of: (i) 28 days after the Building Contract is signed and dated; and (ii) 28 days after the date of this Agreement, Bellway shall:
  - 15.1.1 notify the Management Company that the Building Contract has been entered into and provide a copy (excluding commercially sensitive information); and
  - 15.1.2 procure a collateral warranty from the Contractor in favour of and deliver to the Management Company in the terms of the draft collateral warranty appended to the relevant Building Contract;

PROVIDED THAT this clause shall not apply in relation to the Contractor where such Contractor is Insolvent and, in such circumstances, the obligations in this clause shall apply only in respect of any replacement Contractor (unless the replacement Contractor is Insolvent).

- 15.2 As soon as reasonably practicable after the later of: (i) 28 days after the relevant Appointment is signed and dated; and (ii) 28 days after the date of this Agreement, Bellway shall:
  - 15.2.1 notify the Management Company that the Appointment has been entered into and provide copies (excluding commercially sensitive information); and
  - 15.2.2 procure a collateral warranty from the Consultant in favour of and deliver to the Management Company in the terms of the draft collateral warranty appended to the relevant Appointment;

PROVIDED THAT this clause shall not apply in relation to the relevant Consultant where such Consultant is Insolvent and in such circumstances, the obligations in this clause shall apply only in respect of any replacement Consultant.

## **16. NO WAIVER**

- 16.1 By entering into this Agreement, neither the Management Company nor Bellway waives or settles any prior rights or causes of action available to it that are not dealt with in this Agreement.
- 16.2 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No breach of any provision of this Agreement will be waived except with the express written consent of the Party not in breach and signed by an authorised signatory.

## **17. SEVERABILITY**

- 17.1 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be

severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.

## **18. Co-OPERATION**

- 18.1 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other Party for the purpose of putting this Agreement into effect.
- 18.2 The Management Company shall (on terms which preserve confidentiality) share with its leaseholders, residents, occupiers and other users (as appropriate) in accordance with all Applicable Law and its usual practice all relevant information that Bellway provides to the Management Company in accordance with clause 8 of the SRT, with such information to be shared by the Management Company as soon as reasonably practicable and, in any event, not later than ten (10) Business Days of receipt from Bellway.
- 18.3 The Parties shall for a minimum of fifteen years after practical completion of the Works, retain all documentation and information relating to the Works and/or Property and shall provide access to such documents and information as may be reasonably requested by the other Party.
- 18.4 Upon receipt of the Regulation 38 Information by the Responsible Person from Bellway, and in any event not later than seven (7) days after receipt of such information, the Responsible Person shall provide a signed written notice to Bellway confirming that:
  - 18.4.1 the Regulation 38 Information has been provided by Bellway and can be accessed by the Responsible Person; and
  - 18.4.2 the Regulation 38 Information provided by Bellway is sufficient to enable the Responsible Person to understand, operate and maintain the Property (and the fire safety systems in it) after the Works.
- 18.5 The Management Company shall each observe, perform and comply with their respective obligations and duties under all Applicable Law.
- 18.6 The Management Company shall each co-operate with Bellway and its Related Parties in relation to Bellway's obligations and duties (and those of its Related Parties) under the SRT and all Applicable Law in so far as they relate to the Property and/or the Works or any part of them.

## **19. COUNTERPARTS**

- 19.1 This Agreement may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

## **20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 20.1 Except as set out in clause 20.2, a person who is not a Party has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 20.2 The rights and remedies vested in the Management Company under this Agreement shall be enforceable by and shall (in addition) vest in MHCLG.
- 20.3 The Parties shall be entitled to agree any amendment, variation, waiver or release under or arising from or in respect of this Agreement and to terminate this Agreement or otherwise being this Agreement to any end without the consent of any third party (including but not limited to MHCLG) being required.

## **21. NOTICES**

- 21.1 Any notice to be given under or in connection with this Agreement shall be in writing and sent to the relevant Party's Contact Details or such other contact details as the recipient may from time to time notify to the sender or, if no such address is current, the recipient's last known

principal business address or (where a body corporate) its registered or principal office. Any notice not given or sent in accordance with this clause shall be of no effect.

21.2 Subject to clause 21.3, in the absence of evidence of earlier receipt, a notice is deemed to be duly given:

21.2.1 if delivered personally (including courier), then on delivery;

21.2.2 if sent by first class post or Royal Mail special delivery, then two (2) Business Days after posting it; and

21.2.3 if sent by email on completion of its transmission, 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.

21.3 In the case of a notice given pursuant to this clause 22 where this occurs:

21.3.1 after five (5) p.m. on a Business Day; and/or

21.3.2 on a day which is not a Business Day

THEN the date of service shall be deemed to be the next Business Day.

## **22. DISPUTES**

22.1 The Parties shall use all reasonable endeavours to resolve any dispute arising in relation to this Agreement between them.

22.2 Without prejudice to any Party's rights to commence or continue with court proceedings, if a dispute or difference arises under this Agreement which any Party wishes to refer to adjudication, the Scheme shall apply, subject to, for the purposes of the Scheme, the nominating body for the appointment of the Adjudicator shall be the Technology & Construction Bar Association (TECBAR).

22.3 Residents, leaseholders and freeholders may make representations directly to Bellway and any Adjudicator in relation to any dispute or difference between the Parties providing that any such representations are made within the time limits applicable to the adjudication process.

22.4 Where a Dispute Resolution Process has been established in accordance with clause 16 of the terms of the SRT, the Parties agree to participate in and/or co-operate with any such Dispute Resolution Process.

22.5 Notwithstanding any other provision of this Agreement, where a dispute arises under this Agreement and is not resolved through the Dispute Resolution Process, Bellway agrees that (notwithstanding the Management Company's ability to claim costs which are pre-agreed under clause 11.1.2), the Management Company shall be entitled to recover from Bellway its reasonable fees and expenses properly incurred by the Management Company in taking initial legal advice and support in relation to such dispute up to a total maximum of five thousand pounds (£5,000) per annum and such fees and expenses shall be considered as pre-agreed by Bellway for the purposes of clause 11.1.2 PROVIDED THAT Bellway is not required to bear such fees where any dispute is subsequently found to be fanciful, frivolous or vexatious. The Management Company shall provide a properly prepared VAT invoice addressed to the Management Company including appropriate time sheets to demonstrate costs incurred.

## **23. LIMITATION PERIOD**

23.1 No action or proceedings for breach under this Agreement and/or in relation to any indemnity given under this Agreement may be issued, commenced or served against Bellway after the expiry of twelve (12) years after the date of practical completion of the Works. For the avoidance of doubt, any action under statute may be brought or commenced within any longer prescribed statutory limitation period.

## **24. DATA PROTECTION**

24.1 In this clause 24, the following terms shall have the following meanings:

24.1.1 'Data Protection Laws': means all data protection and privacy legislation, regulations and guidance applicable from time to time including, without limitation:

24.1.1.1 the 'UK GDPR': means as defined in section 3(10) DPA;

24.1.1.2 'DPA': means Data Protection Act 2018;

24.1.1.3 the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

24.1.1.4 any applicable guidance or codes of practice issued by a Data Protection Regulator

all as amended, updated or re-enacted from time to time;

24.1.2 the terms: 'controller', 'processor', 'data subject', 'personal data', 'personal data breach', and 'processing' shall have the meaning set out in Data Protection Laws (and 'process' and 'processed' shall be construed accordingly); and

24.1.3 'Data Protection Regulator': means the Information Commissioner's Office or any successor body from time to time.

24.2 The Parties acknowledge that for the purposes of this Agreement, each shall act as a controller. Each Party shall ensure compliance with their obligations under Data Protection Laws.

## 25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be governed by and construed in accordance with the laws of England and, subject to the Parties' rights to refer any dispute or difference to adjudication at any time, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England with regard to all matters arising from it (except for the purposes of enforcement of an English court judgment or order in another jurisdiction).

**IN WITNESS WHEREOF** this agreement has been entered into as a deed<sup>1</sup> and delivered on the date stated at the beginning of it.

**EXECUTED as a DEED by BELLWAY HOMES LIMITED**

Acting by its attorney \_\_\_\_\_

Signed \_\_\_\_\_

pursuant to a Power of Attorney dated \_\_\_\_\_

<sup>1</sup> NB: agreed form document must be sent to Bellway Group Legal for approval and execution. Until approved, executed and delivered as a deed and completed, all contract negotiations remain "subject to contract".

in the presence of:

Signature of witness

Full name of witness

Address

**AND**

**EXECUTED** as a **DEED** by **TWELVETREES (BROMLEY )**

**BY BOW) MANAGEMENT COMPANY** acting by the )

signature of a director and the company secretary )

or of two directors of the company: )

)

.....  
**Director**

.....  
**Director/Company Secretary**

## **ANNEX 1- WORKS SPECIFICATION AND DRAWINGS**

**Access required to the Property shall include but shall not be limited to:**

## **ANNEX 2 – HANDOVER DOCUMENTS**

| <b>No/Ref</b> | <b>Document Description</b>                                                                                                                                                                                                                                          |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1             | A copy of a Building Regulations Completion Certificate for the Works (but only to the extent such that it is necessary in order to comply with statutory requirements in relation to the Works).                                                                    |
| 2             | Written confirmation from Bellway that, as at practical completion of the Works, all applicable materials used in the Works will be of a standard consistent with the requirements under the SRT.                                                                    |
| 3             | As built drawings of the completed Works only (not the existing buildings/structure) and supporting evidence that the drawings are an accurate reflection of the as built Works at the Property (whether this be photographic evidence or site sign off by Bellway). |
| 4             | The health and safety file (as required under the CDM Regulations) and risk assessments relating to the Works.                                                                                                                                                       |
| 5             | Any test certificates required by statutory requirements in relation to any installed systems and products forming part of the Works.                                                                                                                                |
| 6             | Condition survey of the relevant parts of the Property that have been affected by the Works.                                                                                                                                                                         |
| 7             | Any documentation relating to the Works that is reasonably required by the Owner and/or Management Company in order to comply with its obligations under any relevant provisions of the Building Safety Act 2022 in force as at the date of the Agreement.           |
| 8             | A copy of any planning packs issued for approval in relation to any planning permissions required, and copies of any approvals notices received.                                                                                                                     |
| 9             | EWS1 forms with a B1 rating                                                                                                                                                                                                                                          |
| 10            | Reasonable information and product specifications relating to operation and maintenance of the completed Works.                                                                                                                                                      |
| 11            | Product guarantees or warranties in relation to any new products forming part of the Works (as applicable).                                                                                                                                                          |
| 12            | Copy of the Building Contract (excluding commercially sensitive information).                                                                                                                                                                                        |

### **ANNEX 3 – Not Used**

## ANNEX 4 – BUILDING CONTRACT PRINCIPLES

| Building Contract                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issue                                        | Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Contractor's Duties:</b>                  | The Contractor is responsible for both the design and construction of the Works or part.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                              | In relation to any design and selection of materials for use in the Works, the Contractor is required to exercise the standard of reasonable skill and care to be expected of a designer of like discipline experienced undertaking works on projects of a similar size, scope, nature, and complexity.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Professional Indemnity Insurance:</b>     | The Contractor is obliged to maintain professional indemnity insurance with the minimum level of indemnity of five million pounds (£5,000,000) limited in the aggregate for so long as it is liable under the Building Contract provided that such insurance is available to the Contractor in the market at commercially reasonable rates and on commercially reasonable terms.                                                                                                                                                                                                                                                                                                                                      |
| <b>Copyright:</b>                            | The Contractor grants to the Employer an irrevocable, royalty-free and non-exclusive licence (which carries the right to grant sub-licences and is transferable to third parties) to use and reproduce the intellectual property prepared or to be prepared by or on behalf of the Contractor for any purpose relating to the Works, including without limitation the execution, completion, maintenance, letting, management, sale, advertisement, extension, alteration, reinstatement and repair of the Works, but excluding the right to reproduce the designs contained in such intellectual property in any extension of the Works. The licence is not conditional upon the Contractor having received payment. |
| <b>Pool of Beneficiaries:</b>                | The Contractor is obliged to enter into collateral warranties in favour of the Management Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Disputes Resolution:</b>                  | The Courts of England have jurisdiction to determine disputes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                              | Adjudicator's decisions are not final and binding and the dispute can be referred to the courts for final determination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Limitation of Liability:</b>              | <p>There are no express contractual limitations on the Contractor's liability which materially adversely affect the Beneficiary's rights under the relevant collateral warranty, other than:</p> <ul style="list-style-type: none"> <li>(i) normal contractual principles such as the rules of remoteness of damage; and</li> <li>(ii) a financial limit on liability to an amount equal to the contract sum under the Building Contract.</li> </ul>                                                                                                                                                                                                                                                                  |
| <b>Limitation Period</b><br><b>Drafting:</b> | Contractual limitation period – 12 years from practical completion of the Works or part or, if earlier, 12 years from the date of termination of the Contractor's engagement under the Building Contract. For the avoidance of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Building Contract            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issue                        | Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                              | doubt, any action or proceedings under statute may be brought or commenced within any longer prescribed statutory limitation period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Prohibited Materials:</b> | <p>The Contractor must not knowingly authorise, specify or cause the use of any Prohibited Materials in the Works.</p> <p>If the Contractor becomes aware that any Prohibited Materials have been used, are being used or specified for use or are proposed to be used or specified for use then the Contractor is required immediately to notify Bellway.</p> <p>"Prohibited Materials" are any materials, goods, products or equipment which at the time of specification are generally known in the United Kingdom construction industry to be deleterious or harmful to health and safety and/or which are not in accordance with:</p> <ol style="list-style-type: none"> <li>1. the guidance in the current edition at the relevant time of specification of the BCO publication "Good Practice in the Selection of Construction Materials";</li> <li>2. relevant British Standards and Codes of Practice current at the time of specification; and</li> <li>3. by their nature or application contravene any Applicable Law.</li> </ol> |
| <b>Applicable Law:</b>       | English law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## **ANNEX 5 – FORMS OF APPOINTMENT**

### **Consultant**

1. Fire Engineer copy appointment

DATED \_\_\_\_\_

BACKSHEET

(1) **Twelvetrees (Bromley By Bow) Management Company**

(2)

- and -

(3) **Bellway Homes Limited**

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## **ACCESS LICENCE AND WORKS AGREEMENT**

**For fire safety works at the Property**

relating to

**The Maltings, 1-12 Malting Close, Twelvetrees Crescent,  
Bromley-by-bow, London**

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