

Deed of Adherence

This deed is made the day of

2018

Parties

- (1) **Southampton City Council**, of Civic Centre, Southampton, SO14 7LY, **Fareham Borough Council**, whose registered office is Civic Offices, Civic Way, Hampshire, PO16 7AZ, **Winchester City Council**, whose registered office is City Offices, Colebrook Street, Winchester, SO23 9LJ, **New Forest District Council**, whose registered office is [Appletree Court, Beaulieu Road, Lyndhurst, Hampshire SO43 7PA](#), **St Arthur Homes Limited**, a company (05948739) whose registered office is at 95 Handel House High Street, Edgware, Middlesex, England, HA8 7DB, **Havant Housing Association Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (25918R) whose registered office is at 25 East Street, Havant, Hampshire, PO9 1AA, **Chichester Greyfriars Housing Association Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (19118R) whose registered office is at The Forum, Stirling Road, Chichester, West Sussex, PO19 7DN, **Tamar Housing Society Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (17390R) whose registered office is at Floor 4, Studio 5-11, Millbay Road, Plymouth, PL1 3LF ("**Incoming Consortium Member**")
- (2) **The Swaythling Housing Society Limited** a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014, 10237R whose registered office is at Collins House, Bishopstoke Road, Eastleigh, Hampshire, SO50 6AD, **Platinum Skies Living Limited**, a company (09901606) whose registered office is at 10 Bridge Street, Christchurch, Dorset, United Kingdom, BH23 1EF ("**Original Consortium Member**")
- (3) **Homes and Communities Agency** a body corporate under Section 1 of the Housing and Regeneration Act 2008, of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH (including any statutory successor) (the **Agency**)

WHEREAS

- (A) The Original Consortium Members entered into a grant agreement with the Agency dated 22nd November 2017 (the **Grant Agreement**) as the same may be varied amended or supplemented in accordance with its terms in connection with inter alia the delivery of affordable housing pursuant to the Shared Ownership and Affordable Homes Programme 2016-2021.
- (B) The Incoming Consortium Member has agreed to assume and be bound by the same obligations liabilities and duties of the Consortium Members under the Grant Agreement upon the terms and conditions hereinafter appearing.

IT IS NOW HEREBY AGREED as follows:

1. **Interpretation**

Capitalised terms defined in the Grant Agreement shall have the same meaning in this Deed unless the context shall admit otherwise.

2. **Observance**

2.1 The Incoming Consortium Member confirms that it has been given a copy of the Grant Agreement.

2.2 With effect from the date of this Deed (the **Effective Date**) the Incoming Consortium Member agrees to observe adhere to perform and be fully bound by all of the provisions of the Grant Agreement in all respects as if it were an original party to the Grant Agreement and was referred to therein as a Grant Member [and as the Incoming Consortium Member will assume the role of Lead Partner, it also agrees to observe adhere to perform and be fully bound by the obligations of the Lead Partner under the Grant Agreement].

3. **Further assurance**

The Parties shall do all such acts and things as shall be necessary to give effect to this Deed.

4. **Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and the parties submit themselves to the exclusive jurisdiction of the English Courts.

5. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

In witness whereof this Deed has been executed the day and year set out above.

THE COMMON SEAL of)
HOMES AND COMMUNITIES AGENCY)
was hereunto affixed in the presence of:)

Authorised signatory

Print name:

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
THE SWAYTHLING HOUSING SOCIETY LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by **PLATINUM**)
SKIES LIVING LIMITED by a director in)
the presence of a witness)

Witness's signature

Witness's name (capitals)

Witness's address (capitals)

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
SOUTHAMPTON CITY COUNCIL)
in the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
FAREHAM BOROUGH COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
WINCHESTER CITY COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
ST ARTHUR HOMES)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
HAVANT HOUSING ASSOCIATION LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
CHICHESTER GREYFRIARS HOUSING)
ASSOCIATION)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
TAMAR HOUSING SOCIETY LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory