

**Dated**

**2026**

**GREATER MANCHESTER COMBINED AUTHORITY**

**AND**

**OLDHAM BOROUGH COUNCIL**

**FUNDING AGREEMENT FOR GREATER MANCHESTER EMPTY HOMES AND LEASING  
PROGRAMME 2026-27**

**GMCA 1854**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2026

**BETWEEN**

(1) **GREATER MANCHESTER COMBINED AUTHORITY** of First Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (the "**GMCA**")

and

(2) **OLDHAM BOROUGH COUNCIL** whose principal address is The Civic Centre, Oldham Council, West Street, Oldham OL1 1UL (the "**COUNCIL**")

each a "**Party**" and together "**the Parties**".

**WHEREAS**

- A. The GMCA is the combined authority for the GM Area. The Recipient is one of the ten local authorities within the GM Area (the "**GM LAs**") who are the "constituent councils" of the GMCA. The ten GM LAs, together with the Mayor of Greater Manchester and the Deputy Mayor of Greater Manchester, constitute the Members of the GMCA.
- B. The Greater Manchester Combined Authority (Functions and Amendment) Order 2017 provides that the GMCA (in relation to the GM Area), has the function under section 31 of the Local Government Act 2003 to be able to pay grant to any GM LA towards expenditure incurred or to be incurred by such GM LA.
- C. At its meeting on 28 November 2025 the GMCA approved the recommendations set out in a report entitled "Housing First: Tackling the supply of temporary accommodation through GM Empty Homes and Leasing Programme" (the "**GM EHLP Report**"). Under the GM Empty Homes and Leasing Programme (the "**GM EHLP**") the GMCA will make GMCA Core Grant funding available to the ten GM LAs for use by the ten GM LAs as part of their activities to meet their statutory duty to provide temporary accommodation under the Housing Act 1996 (sections 188, 190, and 193) (the "**GM LA TA Responsibilities**"). Pursuant to the GMCA's functions under section 31 of the Local Government Act 2003, and in accordance with the recommendations of the GM EHLP Report, the GMCA has agreed to provide the Council with GMCA Core Grant funding of up to £483,727 (the "**Funding Amount**") which is to be used by the Council to deliver the GM Empty Homes and Leasing Programme in the Council's LA area (the "**Programme**") as detailed at Schedule 1 to this Agreement (the "**Purpose**").
- D. This Agreement sets out the terms and conditions on which the Funding is made by the GMCA to the Council, and these terms and conditions are intended to ensure that the Funding is used for the delivery of the Purpose for which it has been provided.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions and Interpretation**

1.1 This Funding Agreement (the "**Agreement**") consists of these terms and conditions and the Schedules hereto.

1.2 In this Agreement:

**Claims Deadline** means 30 June 2026 being the latest date on which the Council can submit a Grant Claim to the GMCA.

**Commencement Date** means the 1 April 2026.

**Council Empty Homes and Leasing Programme (Council EHLP)** means the Council EHLP which is to be delivered by the Council, and which is described in outline at Schedule 1. The Council EHLP may be amended by written agreement between the Parties at any time.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a Party.

**Data Sharing Agreement** means a separate data sharing agreement which will be entered into between the Parties where any Personal Data is to be shared under this Funding Agreement.

**Eligible Expenditure** means the costs incurred by the Council in the delivery of the Council EHLP.

**EIR** means the Environmental Information Regulations 2004.

**End Date** means the 31 March 2027.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Funding** means the GMCA Core Grant funding payable by the GMCA to the Council under the terms of this Agreement, which shall not exceed the Funding Amount.

**Funding Amount** is the maximum sum of £483,727 (four hundred and eighty-three thousand, seven hundred and twenty-seven Pounds).

**Funding Period** means the period from the Commencement Date to the End Date.

**GM Empty Homes and Leasing Programme (GM EHLP)** means the programme described in the GM EHLP Report.

**GM EHLP Report** means the report presented at the GMCA meeting on 28 November 2025 entitled "Housing First: Tackling the supply of temporary accommodation through GM Empty Homes and Leasing Programme".

**GM LA TA Responsibilities** means the statutory duty of each of the 10 GM LAs to provide temporary accommodation under the Housing Act 1996 (sections 188, 190, and 193).

**Grant Claim** means the payment request submitted by the Recipient to the GMCA for payment of the Funding. The Grant Claim will take the form of an invoice matched to a Purchase Order (PO) raised by the GMCA, which will be provided once this Agreement has been formally completed.

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Council or its Representatives in relation to the Council EHLF during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Law or Legislation** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

**Monitoring Information** means the information which the Council is to provide to the GMCA in respect of the delivery of the Council EHLF (including achievement of the Outputs and Outcomes) which is detailed in the GMCA's template **Monitoring Information Form** attached at Schedule 3. Where the Monitoring Information includes any Personal Data the Parties will enter into a separate Data Sharing Agreement in relation to the processing of this Personal Data.

**Outcomes and Outputs** means the outcomes and outputs which the Council aims to achieve through the delivery of the Council EHLF and which are set out at Schedule 1. The Outcomes and Outputs may be amended by written agreement between the Parties at any time.

**Payment Schedule** means Schedule 2.

**Purpose** means the provision of the Council EHLF as outlined at Schedule 1.

**Reporting End Date** means the 31 March 2028.

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisers and consultants.

**Request for Information** means a request for information made under the EIR or FOIA relating to this Agreement and/or the delivery of the Council EHLF.

**Specification Document** means the description of the GM EHLF which is included at Schedule 1.

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom.

**Subsidy** means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act.

**Subsidy Control Act** means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Subsidy Control Law:** means the Subsidy Control Rules and the Subsidy Control Act.

**Subsidy Control Rules** means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

**Trade and Cooperation Agreement:** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any future relationship agreement).

**UK GDPR:** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

**Working Day** means Monday to Friday, excluding any public holiday in England and Wales.

- 1.3 References to any statute or sub-ordinate legislation in this Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.
- 1.4 Whenever required by the context the singular includes the plural and vice versa and words importing one gender shall include all other genders.
- 1.5 Reference to a clause is a reference to a clause in this Agreement.
- 1.6 The headings in this Agreement are for ease of reference only.

## **2. Funding Offer and Capacity**

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue in full force and effect until the End Date. The Council's obligations to provide the Monitoring Information will continue until the Reporting End Date.
- 2.2 The GMCA does not commit to renew or continue financial support to the Council in respect of the Council EHLP beyond the End Date.
- 2.3 Subject to the Council complying with the terms and conditions set out in this Agreement, the GMCA shall pay the Funding to the Council for the Purpose of the delivery of the Council EHLP.

- 2.4 The Council acknowledges that the GMCA agrees to provide the Funding to the Council for the amount agreed in this Agreement. The Council shall be responsible for funding any shortfall if the cost of the delivery of the Council EHLP exceeds the Funding Amount for any reason.
- 2.5 Following receipt by the GMCA of a Grant Claim (invoice) from the Council, including any and all information as the GMCA may reasonably require to demonstrate that the Council is claiming Eligible Expenditure, the Funding shall be paid by the GMCA to the Council by way of a single instalment as set out in the Payment Schedule.
- 2.6 This Funding is conditional upon the Council satisfying the GMCA that:
- (a) The Council is able and willing to deliver the Council EHLP in accordance with Schedule 1 and the attach Specification document;
  - (b) The Council has undertaken any risk assessments, health and safety assessments or similar as required by Law which are required for the delivery of the Council EHLP;
  - (c) The Council holds appropriate insurance in respect of the Council EHLP.

### **3. Purpose and Extent of the Funding and Collaborative Approach**

- 3.1 The Council shall use the Funding only for the Purpose of the delivery of the Council EHLP, and in accordance with this Agreement or as approved in writing by the GMCA. The Council shall not use the Funding for any other purpose.
- 3.2 The Council recognises and acknowledges that the Council EHLP forms part of the wider GM EHLP and the Council will collaborate with the GMCA and the other GM LAs to share learning and best practice derived from the Council's delivery of the Council EHLP.

### **4. Payment of the Funding**

- 4.1 In order for any payment of the Funding to be released, the Council is required to:
- (a) have signed and returned a copy of this Agreement to the GMCA, and
  - (b) have provided bank details to the GMCA, and
  - (c) be in compliance with the terms and conditions of this Agreement.
- 4.2 The GMCA will pay the Funding to the Council in accordance with the Payment Schedule upon receipt of a Grant Claim from the Council, including any and all information as the GMCA may reasonably require to demonstrate that the Council is claiming Eligible Expenditure.
- 4.3 The GMCA reserves the right to withhold payment of the Funding if the GMCA has reasonably requested information/documentation from the Council to demonstrate that the Council is claiming Eligible Expenditure and this has not been received by the GMCA in the timescales reasonably required.

### **5. Managing the Funding**

5.1 At the end of the Funding Period, any unspent monies from the Funding remaining must be notified to the GMCA and must be returned to the GMCA no later than one month from the end of the Funding Period, unless the GMCA agrees otherwise.

5.2 If an overpayment of the Funding amount has been made by the GMCA to the Council, the Council shall return such overspend to the GMCA promptly.

## **6. Monitoring Information and Records to be Kept**

6.1 The Council must provide the GMCA with completed Monitoring Information Forms in respect of the Council EHLP in accordance with Schedule 3.

6.2 The GMCA reserves the right to require the Council to provide the GMCA with any information in respect of the Council EHLP that the GMCA may reasonably require in respect of the Council EHLP.

6.3 The Council must keep a record of the Council EHLP (including original invoices, receipts, and any other relevant documentation, whether in writing or electronic form) for a period of six (6) years from the end of the Funding Period and provide a copy to the GMCA on request.

## **7. Lawful Conduct and Activities Funded by the Funding**

7.1 The Council must ensure that it complies with any and all applicable Law and regulations in relation to the Council EHLP and the Funding.

7.2 The Funding must not be used for any activity which is party-political in intention, use, or presentation, or be used to support or promote religious activity.

## **8. Breach of Funding Terms**

8.1 If the Council fails to comply with any of the terms set out in this Agreement, or if any of the events referred to in clauses 8.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Agreement, the GMCA, acting reasonably, may reduce, suspend, or withhold Funding payments, or require all or any part of the Funding to be repaid.

8.2 The events referred to in Clause 8.1 are as follows:

(a) the Council uses the Funding for purposes other than the delivery of the Council EHLP (and such usage has not been approved by the GMCA, acting reasonably);  
or

(b) the Council, in the reasonable opinion of the GMCA, takes inadequate measures to investigate and resolve any reported serious issue or irregularity in respect of the delivery of the Council EHLP; or

(c) the GMCA is of the reasonable opinion that the Council has refused or otherwise failed to offer or provide the Council EHLP in accordance with Schedule 1 without adequate grounds to do so;

(d) the Council has not commenced delivery of the Council EHLP by 31 September 2026;

- (e) the delivery of the Council EHLP breaks down prior to the End Date and the Parties, acting reasonably, are unable to agree to a revised Council EHLP; or
  - (f) the Council obtains or has obtained the same funding from a third Party for the same Purpose; or
  - (g) a court, tribunal or independent body or authority of competent jurisdiction requires any Funding paid to be recovered by reason of breach of any Subsidy Control Law;
  - (h) the Council knowingly provides the GMCA with any misleading or inaccurate information in relation to the Funding or the Council EHLP.
- 8.3 Upon becoming aware of a breach, potential breach or other serious cause for concern relating to this Agreement, the GMCA will notify the Council of the same in writing. The Council must act within 30 days (or such other period as the GMCA specifies in writing) to address the GMCA's concerns or rectify a breach if possible. The Council may consult the GMCA or agree with it an action plan for resolving the issue(s). The Parties will work together in a spirit of collaboration to resolve any breach, potential breach or other serious cause for concern relating to this Agreement. If the GMCA, acting reasonably, is not satisfied with steps taken by the Council to address its concern or rectify the breach, the GMCA may take steps to withhold or suspend the further payment of Funding, or to recover Funding already paid in accordance with clause 8.1.
- 8.4 Where the GMCA, acting reasonably, requires all or any part of the Funding to be repaid, the GMCA, shall inform the Council in writing of the amount of the repayment owed and a repayment plan shall be agreed between the GMCA and the Council, both acting reasonably. In the event that the Parties fail to agree a repayment plan the dispute will be referred for resolution under clause 12.2.

## **9. Termination of this Agreement**

- 9.1 The GMCA may terminate this Agreement forthwith by serving a written notice on the Council if:
- (a) the Council has knowingly made any false, incorrect or misleading statement in order to obtain this Funding or has been involved in any illegal activity or improper act in its administration; or
  - (b) the Council commits a material breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same, as set out at clause 8 above. For the avoidance of doubt a material breach shall include, inter alia, not using the Funding for the delivery of the Programme.
- 9.2 Where termination of this Agreement pursuant to clause 9.1 above applies the GMCA shall cease to be under any obligation for payment of the Funding if not already paid. If the Funding has already been paid the GMCA, acting reasonably, may require the Council to repay all or any part of the Funding, which has not already been spent by the Council on Eligible Expenditure.
- 9.3 The Council must repay any amount reasonably required by the GMCA to be repaid under this clause 9 within 30 days of receiving the demand for repayment. Any termination of this Agreement will be without prejudice to any other rights or remedies

of the Parties under this Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

- 9.4 Nothing in this Agreement shall affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Agreement.

## 10. Liability

- 10.1 The GMCA accepts no liability to the Council or to any third Party for any costs, claims, damage or losses in connection with the Funding or the delivery of the Council EHLP, however they are incurred (except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence which cannot be excluded by law or for any breach of applicable law by GMCA).
- 10.2 For the avoidance of doubt, the GMCA accepts no liability for any consequences, whether direct or indirect, to the Council arising as result of the Council's delivery of the Council EHLP (either where the Council EHLP is delivered directly by the Council or where the Council makes arrangements for the Council EHLP to be delivered on its behalf by a third party).

## 11 Confidentiality and Intellectual Property

- 11.1 For the purposes of this clause:

- (a) **"Confidential Information"** means information of a confidential nature, including but not limited to information relating to the operations, plans, intentions, know-how, copyright and other intellectual property rights, software, market opportunities, strategies, customers and potential customers, competitors and potential customers, business and/or financial affairs of the Parties,
- (b) **"Disclosing Party"** means the Party disclosing Confidential Information, and
- (c) **"Receiving Party"** means the Party receiving Confidential Information.

- 11.2 Each Party agrees to keep Confidential Information disclosed to it by the other Party strictly confidential and not to use any such Confidential Information for any purpose other than for purposes directly related to the provision of the Funding. The Receiving Party will restrict access to Confidential Information of the Disclosing Party to such of its employees as need to know the same for the purposes set out in this clause and will not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party and, in the event that such disclosure is permitted, the Receiving Party will procure that such third party agrees to be bound by the terms of this clause in relation to such Confidential Information. The requirements of this clause will not apply to the disclosure of information which:

- (a) at the time of disclosure is in the public domain in the form supplied otherwise than through a breach of this Agreement, or
- (b) was lawfully within the possession of the Receiving Party prior to its disclosure by the Disclosing Party Provided that the source of such information was not bound by obligations of confidentiality in respect of such information, or
- (c) the Receiving Party is required to disclose by law and/or any court of competent jurisdiction or any governmental or regulatory body.

11.3 The Parties acknowledge that damages may not be an adequate remedy in respect of a breach of this clause and that equitable reliefs including injunctions and orders for specific performance may be appropriate for the enforcement of this clause.

#### **11.4 Intellectual Property**

11.4.1 Intellectual Property in all IPR Material will be the property of the Council.

11.4.2 The Council grants to the GMCA a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material and IPR therein for the purpose of supporting the Council EHLP, the GM EHLP and other projects.

11.4.3 Ownership of third-party software or other IPR necessary to deliver the Council EHLP will remain with the relevant third party.

11.4.4 The Council must ensure that, where applicable, they have obtained the relevant agreement from the third-party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Council will be responsible for obtaining and maintaining all appropriate licences to use the third-party software.

### **12. DISPUTE RESOLUTION**

12.1 The GMCA and the Council will use all reasonable endeavours to resolve any issues arising in respect of this Agreement informally and to avoid formal disputes.

12.2 Where a formal dispute arises between the Parties in respect of this Agreement, it will be referred in the first instance to the GMCA's Joseph Donohue, Strategic Lead – Homelessness and Migration and to the Council's Lead Homelessness Officer who will each act reasonably in seeking to resolve the dispute.

### **13. VAT**

The Funding is believed to be outside the scope of VAT (Value Added Tax) but if any VAT shall become chargeable in respect of the Funding the Funding shall be inclusive of any irrecoverable VAT and exclusive of recoverable VAT.

### **14. General Provisions**

14.1 This Agreement sets out the entire agreement between the Parties and replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing.

14.2 Any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

14.3 This Agreement is personal to the Council, and the Council shall not assign or otherwise deal with the benefit of this Agreement.

14.4 No person who is not a Party to this Agreement shall have the right to enforce any its terms under the Contracts (Rights of Third Parties) Act 1999.

- 14.5 This Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.
- 14.6 The Parties agree that the terms of this Agreement shall remain confidential between themselves and their representatives and shall not be disclosed to any third Party save as required by law.
- 14.7 Failure by the GMCA or the Council at any time to enforce the provisions of this Agreement shall not be construed as a waiver or any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the GMCA or the Council to enforce any provision in accordance with its terms.
- 14.8 Any notice which is to be given by either Party to the other shall be in writing, sent to the address listed above and served on the recipient personally by hand delivery or sent by first class recorded delivery post or by special delivery post. The notice shall be deemed to have been served on the day of delivery if delivered by hand or 2 (two) Working Days after the day on which it was posted. Either Party may change its address for service by serving a notice in accordance with this clause.
- 14.9 This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties.
- 14.10 This Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature.

#### **14. Subsidy Control**

- 14.1 The Council will ensure that delivery of the Council EHLP does not put the GMCA or the Council in breach of Subsidy Control Law.
- 14.2 The Council will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Funding and/or the Council EHLP by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 14.3 The Council acknowledges and accepts that the Funding is being awarded on the basis that the activities which the Council EHLP will deliver and which are being undertaken using the Funding are GM LA TA Responsibilities and are and will remain non-economic activities. The Council shall ensure that measures are taken (where necessary) and maintained to ensure that the Funding is not used to cross-subsidise any economic activity of the Council.
- 14.4 Where the Council transfers any part of the Funding onto any third party who is to deliver any part of the Council EHLP, the Council acknowledges and accepts that it is for the Council to ensure that this transfer of Funding complies with Subsidy Control Law.

#### **15. DATA PROTECTION AND FREEDOM OF INFORMATION**

- 15.1 The Parties shall comply with all requirements of Data Protection Legislation, the EIR and FOIA, and will not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Legislation, and/or the EIR and/or FOIA.
- 15.2 Where any Personal Data is required to be shared under this Agreement in relation to the Council EHLP the Parties shall enter into a Data Sharing Agreement in relation to any such Personal Data shared.
- 15.3 It is acknowledged that the Parties are both subject to the requirements of the EIR and FOIA and each Party shall assist and cooperate with any Party in receipt of a Request for Information relating to this Agreement and/or the delivery of the Council EHLP (at the receiving Party's expense where applicable) to enable the receiving Party to comply with their Information disclosure requirements.

## SCHEDULE 1

### OVERVIEW OF THE PROGRAMME

1. The GMCA is making the funding available to the 10 GM LAs for the delivery of the **GM EHLP** as outlined in the **GM EHLP Report** and the **TA-EH & L Specification-V1** document. The GM HELP funding is split into two parts, firstly to enable each Council to employ empty Homes Officers to either enhance an existing empty home function or to establish one within the council. The Empty Homes officers will utilise council held data to contact and target the owner of homes that have been empty over 6 months aiming to sign post and encourage the owners to bring those properties back into use. The second part of the funding is to bring these empty homes back into use via a repairs and leasing approach that incentivises the owners and to secure those funded properties for Temporary Accommodation. These properties will provide an additional TA portfolio for council use, with a secondary aim of helping the GM LA to improve the quality and affordability of it this locally available TA offer.
2. The Council is being provided £113,902 of the Funding (the “**Revenue Funding**”) to cover the costs of employing 2 FTE staff during the Funding Period who will work as Empty Homes Officers for the Council and who will identify empty homes within the Council’s LA Area and support owners to bring them back into use.
3. The Council will use £369,825 of the Funding (the “**Capital Funding**”) to deliver the “Lease and Repair” element of the GM EHLP across the Council’s LA Area. The Capital Funding will be used by the Council to cover costs of bringing empty homes into use as temporary and/or settled accommodation for families who would otherwise be in unsuitable temporary accommodation (the “**EHLP Use**”). The costs which the Council can fund using the Capital Funding include repairs, refurbishment, lease costs and other incentives (not an exhaustive list). The GMCA and the Council anticipate that over the Funding Period the Capital Funding will enable a minimum of 20 empty homes within the Council’s LA Area to be brought into **EHLP Use**. These units will then be available for **EHLP Use** for a minimum period that will be at the council’s discretion to decide and to legal agree with the property owner. However, the GMCA expects the LA to consider the total funds provided to bring these properties back into use, the ongoing costs to the LA of these properties (Lease payment, repairs, etc) and the recoverability of those costs via HB subsidies, when deciding on the minimum period the property will be accessed for TA. The GMCA has agreed that the Council may use the Capital Funding in whatever way the Council considers to be most effective (which may include the Council using the Capital Funding to make grants to Registered Housing Providers or private landlords). Where the Council is using Capital Funding to make grants to third parties, the Council will ensure that it complies with Subsidy Control Law.
4. The GMCA will collect data on the number, types of accommodation and the legal mechanism used to secure the formally empty homes for use as TA, as well as the amount of funding provide to the owner / landlord of each property. In order to understand and demonstrate the ‘value for money’ of this proposed approach the GMCA will also be collecting information about the households housed in these properties and their previous

accommodation before becoming a tenant in one of the properties accessed via this funding.

For a more detailed description of the programme see the **TA-EH & L Specification-V1** document.



TA-EH & L  
Specification-V1.docx

## **SCHEDULE 2**

### **PAYMENT SCHEDULE**

The GMCA agrees to pay the Council the Funding of £483,727 by way of single payment following completion of this Agreement, the provision of a Purchase Order (PO) by the GMCA and within 20 working days following receipt by the GMCA of the Council's Grant Claim (e.g. an invoice matching and quoting the PO) and documentation listed at Clause 4 of this Agreement.

### **SCHEDULE 3**

#### **MONITORING INFORMATION FORM**

1. The Council shall provide the GMCA with a completed Monitoring Information Form for the following periods to be submitted by the end of the second week of the first month of the subsequent quarter:
  - Quarter 1 April 2026 - June 2026
  - Quarter 2 July 2026 – September 2026
  - Quarter 3 October 2026 – December 2026
  - Quarter 4 January 2027 – March 2027
  
2. Monitoring information Template
  - **[Insert Document Here]**

**IN WITNESS** whereof the Parties have executed this Agreement on the day, and year above written

Signed on behalf of the  
**GREATER MANCHESTER  
COMBINED AUTHORITY**  
by an authorised signatory  
of the said Authority:

\_\_\_\_\_  
Authorised Signatory

**Signed** on behalf of  
**OLDHAM BOROUGH  
COUNCIL** by an authorised  
signatory of the said Council:

\_\_\_\_\_  
Authorised Signatory

