



Partnerships between Community Led Housing organisations and Registered Providers

This account of partnerships¹ between CLH groups and Registered Providers is drawn from some 50 projects either complete or in the pipeline, mostly in South West England. It refers throughout to Community Land Trusts because all of these partnerships involve CLTs. In principle, the experience and lessons learned can apply equally to other forms of CLH. The account is authored by Steve Watson and Alison Ward, Directors with Middlemarch Community Led Housing CLH². Middlemarch provides technical support to CLTs, primarily under contract with Wessex Community Assets but also elsewhere.

1. Introduction

We started to provide technical advice to Community Land Trusts in 2010 through what became known as the Wessex CLT Project. The WCLTP was an early Hub, funded for two years by the Department of Communities and Local Government and sponsored by Carnegie UK. Its mission was to explore whether technical advice provided on a sub-regional basis would help to promote the development of CLTs.

Unlike the Hubs being created through the Community Housing Fund in 2019, there was no requirement to support the whole spectrum of Community Led Housing models. A few pioneer CLT projects had succeeded, particularly in the South West e.g. St Minver, Buckland Newton, High Bickington and East Portlemouth. Others had failed or stalled e.g. Symondsburry, Appledore, Carhampton and Worth Matravers. Although several hundred co-operatives had been established in the 1970s and 1980s, these were early days for the CLT sector. Indeed, the National CLT Network was only just being established, also funded by the DCLG.

We were tasked with helping CLTs to get homes built; the emphasis was very much on ‘doing’ rather than ‘talking about doing’, not least because the service would need to become self-financing through income after two years. Our first couple of months were spent talking to those CLTs who had succeeded and those who had failed or stalled, plus the local authorities who had been involved. The outcome of this early research was a strong sense that the ‘standalone’ model used by all of the early adopters was hard work and risky; especially for the development of homes for rent where registration as a provider would be required to obtain access to capital grants. Freshly minted CLTs found it hard going and the local authorities which supported them thought that while the community-led approach was inspiring, it was also hugely resource-intensive and ultimately not replicable.

¹ The term ‘partnership’ is used here to mean a landlord/tenant relationship between a Community-Led Housing organisation and a Registered Provider as opposed to a legal partnership. The term ‘partnership’ can also be used to mean a client/service-provider relationship between a CLT and an RP.

²<https://middlemarchclh.co.uk/>

Thwarted by the effort involved in the 'standalone' approach but determined to produce some homes, one CLT had tried something different: Worth Matravers CLT (WMCLT) had called on local Synergy Housing Association³ for help. Together with Cobbetts Solicitors⁴, a lease was developed which would enable WMCLT to retain the freehold and Synergy to develop the homes under the long-term lease.⁵ Hearing about this from WMCLT, we sounded out some of the stalled and emerging CLTs in the Somerset, Devon and Dorset area. Would they like to explore this approach with our help?

Discussions with local housing associations went well with Hastoe taking an initial interest then Yarlinton, Aster and Teign all coming on board. Although discussions were also held with other associations, they weren't interested; mainly because the projects would be too small (between 6 and 20 homes) and/or they would be developed under leases. Steve's background helped with the development of the partnership model. He had worked with housing associations; in a development role for 10 years and then for another 10 years on executive teams as development director, managing director and chief executive.

Although the partnership model promised to be a pragmatic way forward for CLTs, the communities would not be in full control. For some in the CLH sector this represented a sell-out of the original ethos of independence: a collaboration with the establishment, the acoustic protest singer going electric. Nonetheless, the trusts involved complied with the legal definition of a CLT and, perhaps more to the point, it seemed to be what *they* wanted. There were challenges: the model would need to balance the interests of tiny local voluntary trusts with established associations owning thousands of homes.

Within the first year of developing the model and raising it with potential communities and housing associations, 12 projects were in progress; one led by an existing stalled CLT, and 11 by newly incorporated trusts. The model had traction. At the same time the Homes and Communities Agency announced the first ring-fenced fund for community-led housing: 'Community-Led Project Support Fund'⁶ comprising some £20m. This was capital grant for homes which would be 'stewarded, managed or owned' by bona fide community organisations. Almost all of these first 12 projects accessed the Community-Led Development Grant; the others using grant from the HCA's mainstream Affordable Housing Programme and/or local authority grant.

Since then and up to 2019, we have supported 18 partnerships to complete nearly 200 affordable homes. There are over 40 projects and close to another 500 homes in the pipeline. Many of these projects have been financially challenging and could not have been delivered by a community group independently. This guide explains why the model gained traction so quickly and why it has become so popular with communities. It also explains why it has become popular with some housing associations.

2. Community Aspirations

Through our initial conversations with successful, stalled and failed CLTs, we found that communities had core requirements. These were non-negotiable if volunteers were going to invest hundreds of hours in affordable housing projects. These core requirements were:

1. *To choose where new homes will be built.* CLTs know their communities and where homes will generally be accepted.
2. *To choose the number of homes to be built.* CLTs have a sense of how many homes might be accepted by the wider community, even if many more might be required.

³ Now part of the Aster Group

⁴ Cobbetts was taken over by DWF LLP in 2013.

⁵ The same approach was used for a partnership between Synergy and the Threshold Centre cohousing project at around the same time.

⁶ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/364137/2014.07.16_-_clips_-_planning_application_prospectus_updated.pdf

3. *To agree the type and tenure of the homes.* The need was overwhelmingly for rented 1bed, 2bed and 3bed homes; not shared ownership or open market homes although a few of each have been provided.
4. *To agree the elevational treatment and layout of the homes.* Approval of the design is critical to CLTs if new homes are going to enhance the community and reflect well on the work of the trust.
5. *To agree the criteria for what constitutes a local connection.* The local authority might have a policy on what these criteria should be, but CLTs have a clear sense of how these policy criteria should be refined to suit their communities.
6. *To ensure that rents are as affordable as possible; preferably at Social Rent⁷ levels.* CLTs know how much people can afford. Sometimes capping Affordable Rents at Local Housing Allowance levels is acceptable but generally, in higher value areas, Social Rents are essential.
7. *To ensure that the homes will remain affordable and for local people in perpetuity.* Many rural CLTs felt that exception site projects built in their villages up to 30 years ago hadn't fulfilled their promise of housing local people. In urban areas, there might be no homes specifically prioritised for local people. Leadership and freehold ownership of their own projects provides CLTs with the assurance that these homes will serve the community. This includes ensuring that rented homes won't be sold under the voluntary Right to Buy⁸ and providing an opportunity for the CLT to buy-out the HAs lease.
8. *A modest financial return to the community in recognition of the CLT's role in leading the project and making the site available.* This is expressed through a ground rent paid by the RP to the CLT.
9. *Environmental sustainability to help combat climate change.* In our experience, most groups are pragmatic in the sense George Monbiot means when he talks about "the mistaken belief that a better form of consumerism will save the planet."⁹ They opt for building homes within the financial, time and quality constraints involved in obtaining public subsidies, even if this means building homes from masonry¹⁰ to building regs standards. Because CLTs are so close to people who desperately need secure tenancies, rents they can afford and a home within their social networks, trusts opt not to jeopardise their projects by trying to take on what Monbiot calls "a political system captured by commercial interests, and an economic system that seeks endless growth" (at least not through the project itself - plenty are campaigners!) That said, we've supported one accredited Passivhaus¹¹ project and several more are looking to achieve close to the Passivhaus standard provided their other aspirations can also be met.

In the South of the UK as in many parts of the country, average house prices are well out of reach of average incomes. As a result, the demand from CLTs is overwhelmingly for rented homes; either capped at the Local Housing Allowance or better still, at Social Rents. What the CLTs with stalled or failed projects seemed keen to avoid, and what the successful CLTs had found most challenging, were the implications of providing affordable *rented* homes:

10. *The risks involved in financing, building out and managing a project.*
11. *The burden of being regulated as a Registered Provider.*
12. *The legal responsibilities involved in letting homes.*

⁷ <https://www.gov.uk/government/publications/guidance-on-rents-for-social-housing>

⁸ <https://researchbriefings.parliament.uk/ResearchBriefing/Summary/CBP-7224>

⁹ <https://www.theguardian.com/commentisfree/2018/sep/06/save-earth-disposable-coffee-cup-green>

¹⁰ One form of masonry – hollow clay blocks – has been recommended over timber for Passivhaus construction to achieve very high levels of energy efficiency through benefits in terms of air tightness, thermal mass (to ameliorate over-heating), and long-term durability.

¹¹ <https://www.bregroup.com/a-z/the-passivhaus-standard/>

13. *The selection of residents, other than by agreeing the selection criteria.*

3. RP Aspirations

The CLT/RP partnership approach was therefore designed to enable CLTs to achieve items 1-8 while delegating items 9-12. CLTs take the lead while RPs support them by taking on the risks, burdens and responsibilities in funding, building and operating the homes. What would be in it for the RPs? We have found that those RPs willing to partner with CLTs are prepared to do so providing that:

1. *There is an experienced technical adviser to oversee partnerships as they progress.* An experienced technical adviser helps to ensure that the requirements of both the CLT and RP are met and that issues are amicably resolved.
2. *CLTs provide clear briefs for their projects.* This comprises a) Heads of Terms agreed with the landowner for the acquisition of the site by the CLT and its RP partner; and b) Heads of Terms for the partnership between the CLT and the RP.
3. *Projects are supported by their wider communities.* Usually this is evidenced through a public meeting held by the CLT to obtain feedback on its proposed site. The meeting is held prior to an RP's involvement.
4. *Capital funding strategies are realistic.* If an expensive-to-develop site has been selected, Social Rents may not be achievable due to the sheer quantity of capital grant required. Ultimately, the project will need to receive enough capital grant to be viable for an RP.
5. *The proposed form of lease provides security for the RP's borrowing.* The RP business model is to borrow against completed projects to finance future projects.

4. The Model

The legal structure that has emerged to capture both CLTs' and RPs' aspirations is as follows:

1. The CLT, RP and site owner enter into a tripartite Option Agreement prior to submission of a planning application. The Option obliges the site owner to sell the site to the CLT/RP if a range of conditions are met. This is a 'call' option where the buyer has a right but not an obligation to buy, but the seller has an obligation to sell if the buyer exercises the option.
2. Assuming that planning consent is granted and the development is financially viable:
 - The CLT acquires the freehold of the site for £1.
 - The RP acquires a leasehold interest in the site for:
 - The capital sum agreed with the site owner; and
 - A ground rent to the CLT calculated at £4/week/home¹², indexed to the uplifts in the rents themselves. This means that if the rents in the homes rise by CPI+1% then so does the ground rent.
3. The lease requires the RP to fund, build and operate the homes in accordance with the planning consent.
 - If the scheme is rural, the planning consent will be subject to Section 106 Agreement which requires the homes to be affordable and prioritised to local people in perpetuity. This Agreement can be varied but not without the CLT's consent (as the freeholder and therefore a party to the Agreement.)
 - If the scheme is urban, a Local Lettings Plan will be required, linked to the lease, to govern the prioritisation of the homes to local people.
4. The lease contains the option for the CLT to buy-out the RP's leasehold interest, subject to various conditions:

¹² This is the level of ground rent that has always worked from projects we support. See the note on this in section 6.

- That the first option to buy-out the lease is timed for after the RP's loan will have been repaid; usually 45 years.
 - That the CLT compensates the RP in accordance with a formula in the lease. This formula is the same now as originally devised by Cobbetts Solicitors and yet to be put to the test.
 - That the CLT complies with any regulatory requirements, such as becoming an RP itself in order to fulfil any remaining obligations to the Regulator of Social Housing.
5. The usual sequence of event is:
- The landowner, CLT and RP enter into an Option Agreement wherein the form of lease and freehold transfer are also agreed
 - The CLT applies for planning consent
 - Planning consent is granted subject to a S106 Agreement
 - The landowner and local authority complete the S106 Agreement with input from the CLT and RP to ensure that its provisions are suited to the proposed use for affordable housing
 - Assuming planning consent is granted and once the requisite conditions have been met, the Option is exercised
 - The RP completes the agreed lease with the landowner
 - The CLT completes the agreed freehold transfer with the landowner
 - The CLT and RP have thereby formed a landlord: tenant relationship.

Professional legal advice is required by all parties in these arrangements. Our experience is that, just like RPs, solicitors like to receive a clear brief for their work; not to be brought in too early, while the project is still being shaped. The role of a technical adviser in these partnerships is first to help the community group to shape the project then to bring in the RP and all the other advisers. The shaping might take several years, depending largely on how long it takes to find a site.

5. Typical Project Plan

We produce Project Plans for CLT/RP partnerships; initially so that volunteers can see what they are committing themselves to and, later, to help all parties maintain a sense of direction. These are not Gantt charts; we've found that volunteers prefer something simpler. They are Excel-based sequences of actions spread out over time.

The typical sequence of events set out by these Project Plans is as follows. This sequence has emerged through our practical experience since 2010.

Shaping

1. *Initial informal discussion with members of the community.* This is the first point of contact. Now that the CLT/RP partnership is so well tried and tested in the South West, we're usually asked to bring the model to each new community rather than to talk about the range of CLH models. These first meetings involve a lot of detailed, probing and technical questions about how the model will work; usually with members of a parish council, town council or neighbourhood planning group.
2. *A report.* We follow-up on the informal discussion with a two-page report which succinctly summarises the proposal. The report recommends that the establishment of a CLT is supported in principle and that a public meeting is organised to explain the concept to the wider community.
3. *A public meeting.* Typically comprising 30 minutes of presentation followed by up to an hour of Q&A, this first public meeting introduces the wider community to the concept of a CLT and the CLT/RP partnership model. As in the informal meeting, very detailed questions are usually asked about how the model works. At the end of the meeting there is a call for volunteers to form a steering group; the group that will transform into the first board of the CLT.

4. *Steering Group.* We work with the steering group to decide on the legal entity for the CLT including key questions about the operational area, who will be the postholders, what makes for good governance etc.
5. *Shaping the project.* We work with the steering group and then the CLT's board to shape the project. This is long before the selection of an RP partner. Decisions are made about all the issues in section 2, items 1-8.
6. *Agreeing Heads of Terms with the landowner.* As technical advisers, we work with the CLT to explore possible sites (or properties) and short-list preferences. The usual criteria are used: the various planning and development constraints, the forecast price, and the expected level of support within the wider community. A key moment in these projects is to reach agreement with one or more landowners on terms of sale. These Heads of Terms are 'subject to contract' and 'without prejudice'; an understanding reached by a landowner and the CLT on key issues such as the price, approximate site area, funding of feasibility work, requirements of an Option Agreement and so on. The terms include the RP's role, even though the RP itself will won't have been selected yet.
7. *A second public meeting.* Once heads of terms have been agreed and a preferred site selected, the CLT convenes a public meeting to recommend the site to the wider community. These meetings are entirely run by the CLT with us on hand to answer any technical questions, if necessary. Once the CLT has reminded the community of the Trust's purpose, outlined its site-search methodology, explained why it is recommending the proposed site, and answered questions, it calls for straw poll. All of these polls have resulted in majorities in favour of the recommended site; only one by less than 70% and several by over 90%.
8. *An application for Community Housing Fund revenue grant.* Once the recommended site has been endorsed, professional services can be tendered: architects, engineers, surveyors, ecologists, archaeologists etc. We administer this process for the CLT, inviting tenders on their behalf and, for the architects, organise interviews. We also support the CLT to apply for Community Housing Fund revenue grant to either Homes England or the local authority or (if they have an allocation from 2016). To date, we have helped over 25 CLTs to obtain a total of between £1.5 and £2m of revenue grants.

Delivering

9. *Selection of the RP.* Now that the project has been 'shaped' the RP is selected. Expressions of interest are invited using two Heads of Terms; one being the terms of sale agreed with the landowner and the other being the terms of the proposed partnership with the RP. These two documents tell RPs everything they need to know about the project. Any RPs expressing an interest are interviewed. As technical advisers, we facilitate the selection process.
10. *Working in partnership.* Once the RP has been selected, Project Team meetings are convened, usually involving the CLT board, the RP's project manager, the architect, ourselves as technical advisers and sometimes a local housing enabler. We support these meetings by drafting agendas, updating Project Plans and generally guiding. They take place about once a month until a planning application is made and then, once planning consent has been obtained, they resume until the works contract is tendered. Sometimes the meetings are convened as CLT board meetings in which case they are chaired by the CLT; otherwise they are convened as Project Team meetings and sometimes chaired by us. The CLT commissions all of the technical professionals except the Employer's Agent who is commissioned by the RP. Most RPs are happy to work with who the CLT appoints. Some RPs like to have letters of reliance in place with the CLT's advisers to provide them with legal redress, should this ever be required.
11. *Allocation criteria.* Criteria for the allocation of the homes are agreed between the CLT, RP and LA before a planning application is submitted. Housing need is assessed through registration

with the county 'choice-based' waiting list (for rented homes) or through the Help to Buy portal (for shared ownership) while local connection is defined by the CLT, RP and LA in accordance with the established principles of local residency, employment and family connection. Invariably, Local Authorities are receptive to the customisation of their policy local connection criteria by the CLT, providing the criteria are not too exclusive. RPs are mainly concerned to see that the criteria are easy to interpret by their allocation staff and not open to interpretation. Allocation criteria are set out in an Allocation Plan which is incorporated into or referenced by the S106 Agreement (in rural areas) and by the lease (in urban areas). As technical advisers, we facilitate the drafting and agreement of the Allocation Plan.

12. *Design Brief.* Early discussions include the development of a design brief. The CLT and RP (and sometimes also the landowner, if they are involved in the design) won't have worked together before which means that a collectively agreed design brief must be developed; usually facilitated by the architect. The RP brings its Employers Requirements together with tried and tested internal layouts for the homes themselves.
13. *Feasibility.* The end of the feasibility exercise is marked by pre-app advice from the planning authority. All being well, the project proceeds to the detailed design stage and a planning application by the CLT. Before the planning application is made, the tripartite Option Agreement¹³ is completed by the CLT, RP and landowner.
14. *Funding.* As the detailed design work gets underway, the RP will develop its cost plan using bespoke financial viability software. This will be shared with the CLT. Conversations will also be opened by the RP and ourselves as technical advisers with Homes England and the local authority about the requisite capital grant requirement. In Homes England's case, this might be through the Community Housing Fund or through the Shared Ownership and Affordable Homes Programme; either will do. If the RP is new to CLT/RP partnerships, we ensure that any bespoke special financial assumptions have been taken into account such as:
 - The ground rent payable by the RP to the CLT.
 - The costs recovered by us, as technical advisers.
 - The assumption of Social Rents – because the RP's default will probably be Affordable Rents.
 - No double-counting of pre-planning costs where these are met by the CLT through grant.
15. *Construction.* Once planning consent has been obtained, funding is in place and the RP's board has approved the project, the RP tenders the project or works through a pre-tendered framework. Invariably the form of contract is 'Design and Build' but it could be a 'Development Agreement' where the homes are being provided through a developer-led project. Once on site, CLTs are invited to attend site meetings; not because they have any formal authority under the contract but out of a courtesy towards the community which, under the lease, is landlord to the RP.
16. *Operating.* The homes are let (tenanted or, for shared ownership, leasehold) by the RP in accordance with the agreed Allocation Plan and their own policies regarding former rent arrears, anti-social behaviour etc. Once the shortlist of proposed residents has been determined by the RP, the name and address of each is sent to the CLT for any feedback on the veracity of the stated local connection. Documentary 'evidence' of local connection is possible to forge so this provides the CLT with an opportunity to identify any potential misrepresentation issues. Such consultation must be compliant with the General Data Protection Regulation and covered by a Data Sharing Agreement. This consultation happens for initial lettings and relets. The RP's decision is final; subject always to any challenge by the CLT on the basis that the RP is not letting

¹³ Contact legal advisers about Options and Leases.

homes in accordance with the S106 and is therefore in breach of its obligations under the lease. In order to avoid any local perceptions of influencing access to the homes, none of the CLTs we have supported have wished to be more involved in lettings than this.

6. General lessons from CLT/RP partnerships

1. CLTs must take the lead in shaping the project so that RPs can be selected on the community's terms; subject always to recognising that the project should be financially viable for an RP and that the lease should provide loan security for the RP.¹⁴
2. Although they can sometimes look like commercial businesses, virtually all RPs are social enterprises, constituted as charities or community benefit societies. They are very different in their origins and aspirations though; some are simply not interested in partnerships with CLH organisations on relatively small, complex projects whereas others see them as part of their broad responsibility to provide affordable housing¹⁵. There is no obligation for any RP to work with CLH groups.
3. Where local authorities have understood the model and supported it through enabling, funding and policy, more projects have emerged¹⁶.
4. Some RPs have better access to grant than others. Larger RPs can have strategic relationships with Homes England where they are allocated large amount of capital grant and required to provide a target number of new homes. Most RPs bid for grant on a project-by-project basis. Sometimes a CLT might select an RP which, it later transpires, cannot access enough grant to develop the project; perhaps because of a change in national housing policy. In such cases, we have advised and supported CLTs to withdraw from partnering with one RP in favour of another.
5. The form of lease we support features a ground rent calculated at £4/week/home, payable by the RP to the CLH group and index-linked to the rents on the homes themselves. This level of ground rent emerged early on as a good balance between the need for the CLH group to make a modest return (for shaping of the project and making the site available to the RP) and the RP's need to avoid incurring costs that would render the project unviable. Although it is calculated in accordance with the number of homes in a project, it is not levied on the homes themselves (as a service charge) but capitalised by the RP.
6. CLTs have different approaches to the use of their ground rents. All use the income to cover their core costs; some accumulate surpluses for investment in future projects and others use them for the benefit of the community in the form of grants or donations.
7. Many projects we've supported have been expensive to build because they are on small, difficult sites and often beset by development constraints. This is the nature of CLH: building affordable homes for communities bypassed by the mainstream housing sector because building there is 'too hard'. RP-partners bring financial economies of scale to these projects that are not available to new and/or very small CLH groups acting independently. RPs' interest rates are lower, their long-term operating costs are lower¹⁷ and they have in-house sources of grant (through shared ownership sales or asset management). These economies of scale have enabled CLT/RP partnership projects to be delivered on many occasions which a CLT acting independently would have found unviable.
8. Our support is costed at the same flat rate per home for every project. The rate itself is commensurate with the level of service we provide, and each technical adviser will need to cost

¹⁴ RPs have started to secure borrowing on these projects and to achieve Market Value Subject to Tenancy valuations.

¹⁵ e.g. Aster Group <https://www.insidehousing.co.uk/comment/comment/support-for-community-land-trusts-is-the-most-important-point-from-labours-land-report-62196>

¹⁶ e.g. The former West Dorset <http://www.openingdoorsdorset.co.uk/west-dorset-community-land-trusts/>

¹⁷ i.e. 'Operating costs' means financial plan assumptions about the costs of management, routine maintenance, planned works, and income lost through voids and bad debts. In principle, these should be set at a higher rate for very small CLH groups than for established RPs with larger asset bases because the CLH groups are more exposed to risk.

and negotiate their rates accordingly. Generally, costs are recovered from RPs but sometimes an element of cost recovery is recovered through CLTs' revenue grants and sometimes through SLAs with local authorities. When costs are recovered from RPs, the phasing is 30% at planning consent and 70% at start-on-site. Until a project has planning consent, our support is provided 'at risk' and can be discontinued by CLTs at any time.

9. This model can be applied to a variety of situations e.g. rural, urban, land-led, developer-led etc. We have many projects within Areas of Outstanding Natural Beauty, several in National Parks, a growing number in coastal locations, two in the Green Belt and urban projects in towns between 4,000 and 60,000 in population.
10. The model has enabled larger RPs that might not have previously considered rural housing projects to become involved in new homes for rural communities. These larger RPs have brought their resources and scale economies to a niche part of the affordable housing sector, increasing the overall supply of rural homes and, in some cases, enabling projects to be built that wouldn't have been viable for a smaller RP.

Summary

Wessex/Middlemarch's support for CLH/RP partnerships

In 2006 Wessex Community Assets began to develop and unroll the CLT concept in the UK. In 2010 it started working with Middlemarch to deliver a growing programme of support for communities wishing to create affordable housing through CLTs. Working together, Wessex and Middlemarch have pioneered the concept of CLT partnerships with selected Housing Associations, which has proved very popular with communities.

As technical advisers, Middlemarch is able to support CLH/RP partnerships in Hub areas across the country. This is subject to capacity and sometimes in conjunction with local technical advisers, as we have been doing recently with Pembrokeshire CLT.

Middlemarch has developed several documents to help structure these partnerships. These are non-legal documents such as summary reports, heads of terms, evaluation matrices and project plans, all of which are customised through experience to the circumstances of each project. Where we work with other technical advisers, we're happy to explain how to adapt these documents to different types of partnership project.

For legal documents such as options, leases and Section 106 planning agreements, we would always advise CLH groups and technical advisers to obtain professional legal advice.

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