

██████████
Principal Planner: High Streets
London Borough of Camden
5 Pancras Square
London
N1C 4AG

Department: Regeneration

Our ref: XX1/6

Date: 23/11/2021

Dear ██████████

Grant Funding in respect of Kilburn High Road (the “Project”)

I am pleased to confirm that **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (the “Authority” or the “GLA”) has agreed to grant the London Borough of Camden whose registered office is at the address shown above (“You/Your”), Twenty Thousand pounds sterling (£20,000) (“the Funding”) towards the cost of the Project (the “Funding”).

The Funding is granted by the GLA to meet the objectives set out in Appendix 1 to this letter (the “Objectives”) subject to the following terms and conditions:

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and must be applied in accordance with the provisions of Appendix 1. In the event that You wish to utilise the Funding in different proportions from those set out in Appendix 1 You must obtain prior written consent from the GLA.
2. Subject to Your compliance with all of the provisions of this letter, the GLA shall, within 30 days of receipt of valid funding claims (to be made in accordance with the timetable set out at Appendix 1 (“Project Summary”) and accompanied by a written report detailing Your progress in relation to meeting the Objectives set out in Appendix 3 (“Progress Update and Claim Form”) and any other information the GLA may require), pay You sums in respect of such claims provided that they shall not exceed twenty pounds sterling (£20,000) in aggregate. Where, at any point in the opinion of the GLA, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in this letter and appendices to it, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding. The provision of the Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, however, it is held to be subject to VAT, then You agree and acknowledge that the Funding shall have included any and all applicable VAT.

3. You must ensure that the requirements set out in this letter, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:
 - a) agree in writing in advance with the Authority any changes to any of the Objectives;
 - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
 - c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
 - d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;
 - e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - f) notify the GLA immediately if You are Insolvent (as defined at Clause 17 below), or have no reasonable prospect of avoiding Insolvency in the future;
 - g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at Clause 13 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter;
 - h) make all relevant documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by GLA or anyone nominated by the GLA and
 - ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.
4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting You in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.
5. You must ensure that the GLA's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all fliers and

posters. You should also incorporate the GLA's logos into the credits of each film that is produced as part of the Project. You must also ensure that You use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.

6. In acknowledging the GLA's grant of the Funding, You must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.
7. You must not do anything that may (in the opinion of the GLA) place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.
8. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter and appendices to it.
9. The GLA may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.
10. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with Your obligations set out in this letter and appendices to it.
11. You must ensure that Your organisation and anyone acting on Your behalf:
 - a) complies with all laws for the time being in force in England and Wales; and
 - b) without prejudice and in addition to Clause 11a:
 - i) comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - ii) acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - 1) eliminate unlawful discrimination and harassment;
 - 2) advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular,

minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low; and

- 3) foster good relations between people who share a protected characteristic and those that do not,

and in undertaking any activity concerning the Project, assist and cooperate with the GLA where possible in satisfying this duty;

- c) assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under Clause 11b(ii);

- d) (before the commencement of the Project):

- i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by You, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Directive (EU) 2016/680 (the Law Enforcement Directive) and the Privacy and Electronic Communications (EC Directive) Regulations 2003) concerning such children and vulnerable persons in relation as part of the Project;
- ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures; and

- e) shall ensure that Your employees, contractors, servants, agents and/or

sub-

contractors undertake the Project and comply with Your obligations under this letter of agreement in manner which enables the GLA to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

12. For the avoidance of doubt both the GLA and You acknowledge and agree that Your Project costs exceed the Funding and that the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this letter of agreement.

13. You shall use Your best endeavours to secure satisfactory funding from other sources to meet Your Project costs ("Additional Funding") and keep a record of Your activities to raise such additional funding. Records of all additional

funding You secure, expenditure You incur, and purposes to which additional funding is put shall, if requested, be provided to the GLA.

14. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:
 - a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;
 - b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;
 - c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;
 - d) You fail to comply with any of the terms and conditions set out in this letter of agreement;
 - e) Your composition, ownership or control changes, or You become Insolvent or are dissolved in any way;
 - f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;
 - g) any of the events referred to in Clauses 3d, e or f occur;
 - h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or
 - i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.
15. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in Clause 14 above arise.
16. If the GLA becomes entitled to exercise its rights under Clause 14 it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under Clause 14, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that

provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

17. "Insolvent" means:

- a) where You are an individual (or if more than one individual than any one of them):
 - i) the subject of a bankruptcy petition;
 - ii) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - iii) enters into any composition, moratorium or other arrangement with Your creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- b) where You are a body corporate (or if more than one body corporate than any one of them):
 - i) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your directors resolve to make such a proposal;
 - ii) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your directors resolve to present such a petition;
 - iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;
 - iv) a resolution for Your voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of Your creditors is called for the purpose of considering that You be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
 - v) a petition for Your winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that You be wound up;
 - vi) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
 - vii) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with Your creditors; or

viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

18. For the purposes of Clause 19:


- a) **“Agreement Information”** means (i) this letter of Agreement in its entirety (including from time to time agreed changes to the letter of Agreement) and (ii) data extracted from the claims made under this letter of Agreement which shall consist of Your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and
- b) **“Transparency Commitment”** means the GLA’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.

19. You acknowledge and agree that the GLA:

- a) is subject to the Transparency Commitment and accordingly, and hereby give Your consent for the GLA to publish the Agreement Information to the general public; and
- b) may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with You regarding any redactions to the Agreement Information to be published pursuant to this Clause 19. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

Please acknowledge acceptance of the terms and conditions of this letter by signing and returning the enclosed duplicate.

Yours sincerely


Interim Head of Regeneration
Good Growth

For and on behalf of the Greater London Authority

Signed on behalf of London Borough of Camden to accept the terms and conditions of this letter in relation to the GLA providing the Funding.

Signature:



Print Name: 

Position: Principal Planner, LB Camden

Date: 23.11.21

APPENDIX 1

Project Summary

Context

The GLA's High Streets for All Challenge aims to inspire the creation of dynamic partnerships across London to unlock the potential of local communities to generate ideas and drive change within high streets.

After carefully assessing all the proposals in partnership with the GLA, Kilburn was selected as the priority area to progress to the next round. The next stage involves the London Borough of Camden working with the organisations that submitted proposals for the area, Life in Kilburn and Transport for London (TfL), to develop innovative interventions, and working to broaden the partnership with residents, community organisations and businesses in the area around a vision for improvements. Camden and Brent will also work to connect with and convene other partners in Kilburn.

This work is linked in with Camden's Future High Streets Programme which aims to support the borough's high streets through the Covid-19 pandemic and into a robust and reimagined future. The overarching vision for the future of Camden's high streets is set out in the [Camden Future High Street's Prospectus](#). Through the programme and the High Streets for All Challenge, there is the opportunity to explore new ways of unlocking the potential of local partnerships in high streets and we are actively testing new approaches in high streets across the borough.

Kilburn's primary high street is Kilburn High Road, a street that forms part of the A5, a busy strategic route. Kilburn High Road is designated a major centre within the London Plan 2021 and is Camden's second largest town centre. The centre is managed by two local authorities; Brent and Camden. Both councils are committed to working together to improve Kilburn's centre. This funding will be vital in enabling that work.

Stage 2 projects

The following two projects will kickstart work in Kilburn and be supported by Camden:

- Life in Kilburn's community market

- TfL’s plans to redevelop the Kilburn Railway Arches to create a new street to the north of Kilburn – and, specifically, support to ensure that local people have opportunities to shape that proposed development

These two projects sit within the borough’s wider work in Kilburn that aims to develop strategy, interventions and a partnership in Kilburn.

Stage 2 is focused on supporting the initial projects and commencing work to convene partners and develop and support wider activity in Kilburn.

Timetable

Milestone	Date	Details	Outputs
Activities to support local partnership development in Kilburn	Starts August 2021 but picks up pace in January 2022	Connecting with local partners in Kilburn to better understand priorities and working to identify priority projects – and ways to involve local people in developing them	Initial plan for local partnership List of initial projects local partners can shape
Organisational development support Stage 2 project, Life in Kilburn	Starts August 2021 and ongoing	Package of organisational development support for Life in Kilburn – initially advice from Social Enterprise UK and Voluntary Action Camden. Potential for further support as the project develops.	Legal entity Notes from sessions
Submit ‘Life in Kilburn’ community market plan	Early 2022	A costed community market plan that sets out an approach to delivering a test market – including but not limited to details on: <ul style="list-style-type: none"> • Permissions • Waste • Traders • Parking suspensions • Insurance • Promotion 	Community market plan
Connecting local people with proposed TfL Kilburn Railway Arches project	Autumn 2021 onwards	Work collaboratively across the project as it develops	Summary of potential interventions and projects

APPENDIX 2

The Authority's Logos

MAYOR OF LONDON



Summary sheet for publication

In compliance with the Local Government Transparency Code 2014

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement above, organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

The beneficiary is:	<i>A voluntary and community sector organisation:</i> <i>A social enterprise:</i> <i>Other:</i> <i>If "Other" please provide more detail</i> <i>Local Authority</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
The award of this grant was formally approved by:	<i>MD</i>	<i>2739</i>
The grant is awarded on:	Click here to enter date of signature	
The grant covers the following time period:	<i>October 2021 to October 2022</i>	
It is awarded by:	<i>Regeneration, Good Growth</i>	
to:	<i>London Borough of Camden</i>	
Company or charity registration number:	<i>Company number: _____</i> <i>Charity number: _____</i>	
The grant is for a total of:	<i>Twenty thousand pounds</i>	
Purpose of the grant:	<i>To undertake stage one feasibility and study work as part of the High Streets for All Challenge</i>	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2014 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED.