

GREATERLONDONAUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO HIGH STREETS FOR ALL_BEXLEYHEATH

between

The Greater London Authority

-and-

The Mayor and Burgesses of the London Borough of Bexley

THIS AGREEMENT is made this

March 2022

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA (the "Authority" or the "GLA"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** whose principal office is at Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6 7AT (the "Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its programme/project **High Streets for All Bexleyheath Town Centre as set out in the Project description in Schedule 1** by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are **one hundred and seventy-one thousand** pounds sterling, **£171000**, the Recipient has committed itself to meeting the Project Objectives, to contributing **eleven thousand pounds** sterling £11,000 to the Project and to using all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives (together the "Recipient's Contribution").
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT,

then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.

- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.

- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.

- 2.3 The Recipient shall:

- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
- (b) **where the meeting of Project Objectives consists of the achievement of** Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement.

3. Duration of Agreement and Funding Breakdown

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until **March 2023**.

4. Payment and Performance Monitoring Arrangements

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.

- 4.2 Where Project Objectives are to be met on a:

- (a) Milestone basis, the provisions of Part A of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and/or
- (b) Project Output basis, the provisions of Part B of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Quarterly Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so, evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 4.
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

5. Ineligible Expenditure

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
- (a) activities or objectives not listed in Schedules 1 or 2;
 - (b) recoverable input VAT incurred;
 - (c) any liability arising out of the Recipient's negligence or breach of contract;
 - (d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
 - (e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:

- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
- (b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- (c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- (f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future;
- (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer); and (ii) Additional Funding received. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- (h) make (complying always fully with the requirements of Data Protection

Legislation) all relevant data, information and documents available and provide access at any time for:

- (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
- (ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and

- (i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 and 6.6 below.

6.3 The Recipient shall procure the maintenance of an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.

6.4 The Recipient shall keep a register of all Capital Assets which shall be accessible to the Authority, its agents and auditors upon request at all reasonable times. Where the GLA Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):

- (a) the date of purchase;
- (b) a description sufficient to identify it;
- (c) the purchase price excluding recoverable VAT;

- (d) any third party interests or charges over the Capital Asset;
- (e) the location of the documentation showing the Recipient's title to the Capital Asset; and
- (f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

7. Breach of Conditions, Retention, Suspension, Withholding and Recovery of GLA Funding

7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:

- (a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Outputs;
- (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- (c) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- (d) 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 Authority reasonably considers to be material;
- (e) the Recipient fails to comply with any of the terms and conditions set out in

this Agreement;

- (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- (g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- (i) the Recipient fails to comply with the Authority's relevant policies in place from time to time in place in undertaking activity pursuant to the Project
- (j) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or
- (k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, 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 Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority 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.

- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving 3 months notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under:
- (a) Clause 7.1:
 - (i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
 - (ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - (iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
 - (iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
 - (b) Clause 7.4:
 - (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
 - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 2.
- 7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Outputs, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume

of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1 rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Funding amount.

8. Procurement and Subsidy Control

8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:

- (a) using a fair and transparent documented decision-making process taking account of public sector accountability and probity;
- (b) in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
 - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
 - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
- (c) in accordance with government best practice relating to procurement practices and procedures.

8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all Subsidy Control Rules and shall ensure that all requirements for such rules are met.

8.3 In addition and without prejudice to the Recipient's obligations under Clause 8.2, unless otherwise notified by the Authority, the Recipient shall not:

- (a) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
- (b) disburse the GLA Funding to a Relevant Enterprise,

where such Assistance has a monetary (or equivalent) value exceeding the Subsidy Control Threshold.

8.4 In order to prevent any single Relevant Enterprise receiving Assistance in excess of the Subsidy Control Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:

- (a) obtain a completed Subsidy Control Disclosure Form from the Relevant

Enterprise before allowing it to participate in the Project, providing it with such Assistance;

- (b) only provide such Assistance to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Assistance received by that Relevant Enterprise from the Authority or any other public body or public source above the Subsidy Control Threshold;
- (c) maintain copies of the Subsidy Control Disclosure Forms and information about the amount and nature of the Assistance provided for a period (in each and every case) of ten financial years after the date on which the Assistance is provided to the Relevant Enterprise in question; and
- (d) permit the Authority, its auditors and agents access to the Subsidy Control Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant Subsidy Control Rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy and Industrial Strategy and/or any other public body who has statutory responsibility for Subsidy Control Rules.

8.5 The Recipient shall notify the Authority when:

- (a) the value of Assistance provided under the Project to any single Relevant Enterprise reaches the Assistance Trigger Point; and
- (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.

8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Assistance received by the Relevant Enterprise complies with Subsidy Control Rules, including (without limitation) directing the Recipient not to provide the Relevant Enterprise with any further Assistance.

8.7 If the Authority directs it to do so the Recipient shall itself complete a Subsidy Control Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Assistance to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising any other applicable exemption or approval procedure to comply with the Subsidy Control Rules.

8.8 The Authority reserves the right to vary the requirements relating to Subsidy Control Rules in line with changes to legislation from time to time.

8.9 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply

with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of Clause 7.1(d).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least **one month** before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10. Agency

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power or to make any statement on behalf of the Authority (unless approved in writing in advance).
- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11. Amendment

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12. Review, Consultation and Final Report

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall, not less than 7 days before the date of the relevant Review Meeting, submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Quarterly Monitoring Forms and shall include but not be limited to:
- (a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
 - (b) the amount of Additional Funding secured by the Recipient;
 - (c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
 - (d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:

- (a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project; and
- (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project.

13. Compliance with Legislation and Policies

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
- (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
- (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and

- (iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

and shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 13.3(b);

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (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 the Recipient, 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 Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Project; and
 - (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.
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;

- (f) shall, where relevant to the Project, be fully responsible for complying with all obligations on the part of the “client” contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority 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.

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
 - (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
 - (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

15. Data Protection, Freedom of Information, Confidentiality and Transparency

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation,

including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

- 15.2 The Freedom of Information Act 2000 ("FOIA") gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.
- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
 - (b) information which is required to be disclosed by law;
 - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 Each Party acknowledges and agrees that the other Party:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, hereby gives its consent for the other Party to publish the Agreement Information to the general public; and
 - (b) Each Party 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 each Party may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. Each Party may in its absolute discretion consult with the other Party regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Party publishing the Agreement Information shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.
- 16. Entire Agreement and Counterparts**
- 16.1 This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them.

The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

- 16.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same agreement.

17. Force Majeure

- 17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18. Definition of Terms

In this Agreement the following terms shall have the following meanings:

- 18.1 **"Additional Funding"** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- 18.2 **"Agreement Information"** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount.
- 18.3 **"Assistance"** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments, any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise, any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority's advice).
- 18.4 **"Assistance Trigger Point"** means, unless the Authority notifies the Recipient otherwise, three hundred thousand pounds sterling (£300,000) of Assistance provided from all public authority sources to a Relevant Enterprise over a three year period, being this fiscal year and in the previous two fiscal years.
- 18.5 **"Authority's Representative"** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.

- 18.6 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 18.7 **“Certificate of Output Delivery”** means, where applicable, the certificate to be completed and submitted to the Authority in accordance with Part B of Schedule 2 and Schedule 9 as amended by the Authority from time to time.
- 18.8 **“Data Protection Legislation”** means:
- (a) the 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;
 - (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
 - (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
 - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
 - (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 18.9 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 18.10 **“Financial Year”** means the annual period from 1 April to 31 March.
- 18.11 **“FOIA”** has the meaning given to it in Clause 15.2.
- 18.12 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.
- 18.13 **“GLA Funding”** means a sum of up to **hundred and sixty thousand pounds sterling £160000** including **£110000** revenue funding and **£50000** capital to be paid to the

Recipient by the Authority in accordance with the terms and conditions of this Agreement.

18.14 "Insolvent" means:

- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) 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;
 - (c) enters into any composition, moratorium or other arrangement with its 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
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
 - (a) 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 the directors of the Recipient resolve to make such a proposal;
 - (b) 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 the directors of the Recipient resolve to present such a petition;
 - (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of its property (or part of it) is appointed;
 - (d) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it 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);
 - (e) a petition for its 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 it be wound up;

- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

- 18.15 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trademarks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.
- 18.16 **"Milestones"** means the milestones set out in Part A of Schedule 2 for the Recipient's fulfillment of the Project Objectives set out in Schedule 1.
- 18.17 **"Quarterly Monitoring Form"** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 in such form and containing such content as the GLA informs you from time to time"
- 18.18 **"Output Related Funding"** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.
- 18.19 **"Overall Unit Cost"** means, where applicable, the total Output Related Funding divided by the number of Sustained Outcomes. [The overall unit cost for [n/a] programme/Project is [words] pounds sterling (£[numbers]).]
- 18.20 **"Project"** means the **High Streets for All - Bexleyheath Town Centre**.
- 18.21 **"Project Objectives"** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.22 **"Project Outputs"** means the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedules 1 and/or 2, any annexure thereto and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.23 **"Quarter"** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.

- 18.24 **"Quarterly Claim Form"** means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take the form of the template set out at Schedule 2 section 2.
- 18.25 **"Recipient's Chief Financial Officer"** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 18.26 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.27 **"Recipient's Responsible Procurement Plan"** has the meaning given to it in Clause 13.3(e).
- 18.28 **"Relevant Enterprise"** means an entrepreneur, sole trader, partnership, firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding the provision of aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Assistance provided does not directly assist their employer.
- 18.29 **"Responsible Procurement Policy"** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 18.30 **"Review Meeting"** has the meaning given to it in Clause 12.2.
- 18.31 **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.32 **"Subsidy Control Disclosure Form"** means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.33 **"Subsidy Control Rules"** means all applicable rules concerning Assistance arising from resources provided by a public authority, including (without limitation) central, devolved, regional and local government that provide a selective benefit to the Relevant Enterprise. Such contributions being granted (or received) by public authorities will be governed primarily (but not exhaustively) by:
- a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland ;
 - b) the World Trade Organisation (WTO) rules;

- c) the Northern Ireland Protocol;
- d) European Union (Withdrawal Agreement) Act 2020;
- e) any other international trade agreements; and/or
- f) other relevant legal obligations, for example, a local authority's Duty of Best Value.

18.34 **"Subsidy Control Threshold"** means the maximum level of Assistance which can be provided to a Relevant Enterprise from time to time from all public authority sources over a three year period, being this fiscal year and in the previous two fiscal years in accordance with Paragraph 4, Article 3.2 of Part Two of the TCA. At the time of entering into this Agreement the maximum level of Assistance is three hundred and forty four thousand and six hundred pounds sterling (£344,600).

18.35 **"Sustained Outcomes"** means such Project Outputs described as such Schedules 10 and/or 2 or any annexure thereto.

18.36 **"TCA"** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland.

18.37 **"Transparency Commitment"** means the Authority'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.

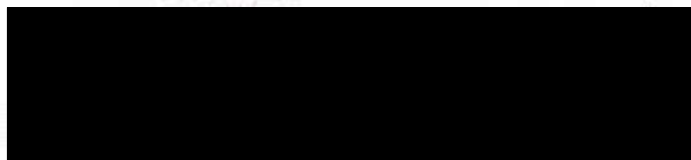
18.38 **"Unit Rates"** means, where applicable, the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.

18.39 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

This Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.

IN WITNESS OF THE ABOVE the parties have executed and delivered this Funding Agreement as a deed on the date written at the head of this document.

[THE CORPORATE SEAL of the)
GREATER LONDON AUTHORITY)
hereto affixed is authenticated by:)



PHILIP GRAHAM
.....
(Print Name)

1st Apr 2022
.....
(Date)]

[Executed and delivered for an on behalf of the)
GREATER LONDON AUTHORITY by:)

.....
Authorised Signatory

.....
NAME (BLOCK)

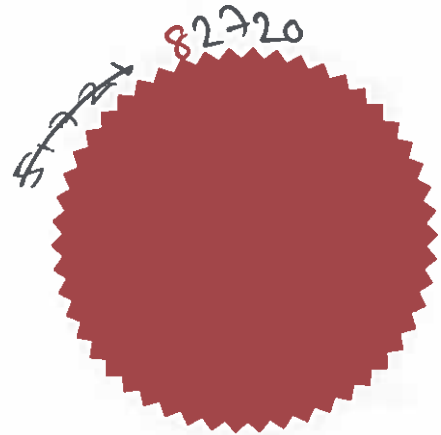
.....
Position

.....
Authorised Signatory

.....
NAME (BLOCK)

.....
Position]

THE COMMON SEAL of
THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BEXLEY
was affixed to this Deed in the
presence of:-



[Redacted Signature]
(Signature of Authorised Signatory)

N P HOLLIER
(Print Name) Deputy Director
corporate services

17/05/2022
(Date)

[Signature]
(Signature of Authorised Signatory)

KEVIN TAYLOR
(Print Name)
DEPUTY DIRECTOR, EDUCATION,
INCLUSION & ACHIEVEMENT

18/05/2022
(Date)

Schedule 1

Project Description

High Streets for All – Bexleyheath Town Centre

Project Summary

Context

Bexleyheath has been selected as part of the 15 successful places. Following the pandemic, testing what works and build a strong common and local vision seemed essential to provide a positive future for Bexleyheath. The growth envisioned by the Growth Strategy, including the development of a new town centre at Belvedere station, also requires for Bexleyheath to maintain a balanced position with the other centres, not to compete, but to complement one another. Bexleyheath is the primary town centre in Bexley and the only one classified as Major Centre in the London Plan. In that sense it plays a different role than the borough's district centres at Crayford, Erith, Sidcup, and Welling. Bexleyheath has been the administrative base for the London Borough of Bexley since its formation in 1965, (including the Central Library and the Local Studies Centre) and remains the civic focus of the Borough.

The heart of the town centre is the pedestrianised Broadway Market Place, with its iconic clock tower. The Broadway Shopping Centre provides the retail core, while the majority of restaurants and bars are located on the western end of the Broadway. The eastern end of the Broadway also provides a culture and leisure cluster with a cinema, bingo and restaurants. The town provides the main bus transport hub for the Borough, with most routes passing through Bexleyheath.

The town centre is dominated by a heavy preponderance of national retailers concentrated within the Broadway Shopping Centre and fronting the large pedestrianised core of the main high street. Most independent shops and the majority of the evening and night-time economy businesses are concentrated outside of this pedestrianised zone – to the west and east of the core. The town has very different characteristics at different times of day. On weekday mornings and early afternoon, Bexleyheath has a mature clientele and young parents. While from 3-6pm, this declines with the influx of approximately 3500 secondary school students. The very large, relatively unstructured pedestrianised Market Place area of the Broadway attracts sizeable crowds of young people every day, building tensions with the other age groups and businesses. This same area becomes very underused and underpopulated in the evenings, and even at weekends.

The need to respond to the impact of the large influx of secondary school students in the town centre was the single biggest issue raised by town centre businesses and users. Associated with this is a significant increase in the level of noise, overcrowding, littering and incidences of anti-social behaviour, which consequently drives away other town centre

users and impacts on the revenue of most retail and food businesses within the core area. While it is a challenge, many of these school students are also current and future customers and the town centre needs to find a way to be accessible to all.

The proposal

Stage 1&2 High Streets for All Challenge enabled to build a broad partnership encompassing a range of stakeholders with an interest in the town centre. This includes the Bexleyheath Business Improvement District, businesses and business associations, landlords, arts, cultural and youth organisations, as well as those representing the interests of older people and disability group. Whilst the formal accountability for the HSFA funding sits with the Local Authority, the partnership is expected to play the role of a community steering group and sounding board for the project. The sustainability of this work depends on the active participation/ownership of the partners.

The High Streets for All stage 3 funding will enable the HSFA partners to test and co-design a strategy and delivery plan with a short medium- and long-term vision for the area (+5years) with a focus on young people and market/nighttime activation.

- **Boosting local economy and supporting Local Enterprise** - The consultation has identified deficiencies including that the offer on the Broadway pedestrianised area is not diverse enough and not addressing young people's need. The Masterplan will set out a long-term future, shaping the planning and spatial aspect. This work will help inform the masterplan of the infrastructure needs to enable the proposed operational / cultural plan to work effectively. It will play a key role by testing nighttime activities after 5pm with a temporary market initiative which if successful will become a permanent solution. It will act as a catalyst for further activity and a wider approach to curating the local offer and implementing wider place making activity. The market would be the anchor point to test new uses with the community, inform the strategy, and build a common vision. In the long term this would influence change in ground floor uses, providing enough reassurance for businesses to open after 5pm.
- **Creating a vibrant Heart in Bexleyheath** - There is a noticeable change in type of offer between the west part of the high street, the pedestrianised area called the Broadway and the East of the street towards the civic office. The Broadway, in the centre of the town centre has the potential to create a more intensive mix of activities that extend for a larger part of the day and week, uniting the two other sections of the high street through shared use.
- **Improving perception of the area** - During the day Bexleyheath is lively, as evening arrives a dynamic shift occurs, the market traders pack up, the shop shutters come down and the street empties out. There is a noticeable lack of evening activities in the Broadway. As such, many locals perceive the high street by night as an unsafe place. There is a strong interest from young people, the community and businesses in exploring and increasing evening activities to respond to poor safety perceptions. Traders have

been reluctant to join, due to the absence of evening economy that they could draw on. A night-time market or other proposed/tested interventions as part of this programme is an opportunity to break this cycle.

- **Support young people** - The developing masterplan for Bexleyheath, aims to shape a long-term vision for the town, introducing new layouts. Understanding young people's journey and needs is key. This programme needs to re-interrogate existing offer available to young people and address cross generation conflict by testing ways of using the public realm and surrounding areas/intermediate spaces. A Youth Board would support the different engagement processes, help cross generation dialogue as inform future decision about the town centre.
- **Spatial Principles** - The programme of activities will inform longer term workstreams such as the Bexleyheath Town Centre Masterplan through establishing the principles of longer-term intervention. Testing approaches at a smaller scale and shorter timeframe will inform the delivery of the wider Masterplan, translating demand and function directly into the detailed design. As a result, this programme and its outcomes will help shape the future of the whole area and set the tone for the regeneration. We will work closely with the internal Placemaking Projects Team to ensure the two projects are aligned.

Scope of work:

ACTIVITY 1 - Testing and prototyping use of the public realm in the Broadway

- Temporary activations in the public realm - aimed at engaging with young people and stakeholders and testing out ideas to inform strategy and delivery plan
- Creation of a youth board – identification of local champions to input on future decisions in Bexleyheath
- A feasibility study and a temporary use and activation of the front of the job centre unit, space sharing opportunity to provide further opportunity to young entrepreneurs (skills, training, experience sharing with businesses). Note: this opportunity will need to be reconsidered if a positive agreement is not reach with the Job centre.

ACTIVITY 2 – Boost local economy with market and night-time activation

- A Night-time market event – aimed at engaging and testing Night-time activities (after 4pm) with businesses young people and the community
- A meanwhile Night-time market (5months) informed by market event to support longer term/permanent uses and ground floor night-time uses and cultural activities on the high street.
- Engagement and feasibility study for the development of the old fountain area on the Broadway

Note: Includes comm plans, activity planning, materials and all and installation of infrastructure works necessary for the testing phase.

All activities and engagement will support the development of a HSFA Bexleyheath vision/strategy with a short, medium and long-term delivery plan for the area, including an agreed sustainability plan (that everyone signs up to) to ensure the successful testing elements are continued by the partnership after this programme has finished.

An evaluation of the programme will run from the beginning to the end of the project – this will be key to ensure long term plan and capture key findings and outcomes.

To aid the understanding of the different requirements of the programme the work is set out in two different activity groups each with a slightly different focus and requiring specific skills and experience, but which are nevertheless closely interlinked. It is expected that aspects of each workstream may be delivered concurrently to meet timescales. The expectation is that Consultants will be capable of delivering all activities with the support of sub consultants.

A procurement has been done to appoint a successful consultant which has been scored following the GLA 70% quality, 25% value for money and 5% equality, diversity and inclusion. The Bexley Economic and Development will be responsible for reporting the spend and project progress to the GLA on a monthly and quarterly basis.

Fortnightly meetings will be arranged with the partnership and consultants to deliver the activities. A monthly board meeting will include GLA, BID, Bexley council and highway. The Council will report progress against milestones and key metrics on the delivery of the programme to the GLA.

Input from the High Streets for All expert panels:

- ☒ Public space + public art
- ☒ Markets
- ☒ Cultural curation
- ☒ Business support, community business + enterprise

Expected outputs – against initial baseline

- ☒ Additional funding raised / invested by delivery partners and other bodies as a result of GLA investment
- ☒ Number of new jobs created, or existing jobs safeguarded
- ☒ Increase in footfall: Increase in the number of people accessing a defined (high street/town centre) area during the day and night
- ☒ Increase in the number of vacant/underused units being brought back into productive day / night use
- ☒ Number of community businesses / traders supported on the high street

insertal here. The baseline data will not be available in the beginning of the programme. This will be monitored, with findings on its impact and subsequent baseline data to be included in the evaluation report, as informed by the engagement with the community and testing of facilities in the public realm during the first year.

An evaluation of the programme will run from the beginning to the end of the project – this will be key to ensure long term plan and capture key findings and outcomes. (GIS data gathered will be shared with the council and discussed with Partners and consultant team) x Ck would form the base for evidencing the long term (2-5 years) qualitative

Aimed outputs First year: Improvements in the town centre outlined below.

- A Bexleyheath vision/high street strategy and delivery plan agreed with all local partners
- Provide brief to apply for capital funding and create a baseline dataset to assess interventions including masterplan
- Encourage better use of the public space to reduce impact of the influx of school children and increase F&B/leisure businesses into the Broadway
- Provide reassurance to businesses to open later, support the local economy and build confidence to permanently activate the street after 5pm
- Increase in footfall and number of people accessing the area during the night
- Include young people in the development and the future of the high street.
- Provide further support to young entrepreneurs through skill, training and job opportunities
- Provide a resolution to a permanent and vibrant market in Bexleyheath
- Generate social value through high street activation

Aimed outputs 2 to 5 years:

- Provide better use for the public realm and connection with surrounding areas where everyone feels welcomed
- Create streets and public spaces that encourage cultural activity and improve intergenerational relationship, by addressing the congregation of substantial numbers of school children.
- Support new types of business and diversity within local economies at all time
- Support BID in developing a ground floor strategy to increase capacity and offer
- Increase number of new jobs and safeguard existing ones
- Increase in footfall and number of people accessing the area during the night
- Increase in the number of vacant/underused units being brought back into productive
- Evaluating implementation of the strategy and define how to measure success leading to how we monitor the implementation of the masterplan

Risks

Risk	Rating	Mitigation
Key stakeholder groups are missed out (e.g. people with disabilities, older people) or even if approached do not sufficiently engage with the conversation about the town centre	Medium	Undertake a full mapping exercise to identify all potential stakeholder groups with an interest in Bexleyheath. Ensure that the design of the engagement process builds in a wide range of communication methods, especially those each

		stakeholder group is likely to favour most.
Exemplar activities planned are not sufficiently resourced. If too many ambitious interventions are planned for the first stage these may not be properly deliverable to the desired quality to make an impact	Medium	Make sure that each proposed activity is robustly challenged to ensure that it could be delivered within the envelope of available resources - and select only a few specific actions that can be delivered well.
Continuity of project delivery by team disrupted. Project management of programme could be adversely affected if key project staff leave, become ill	Low	Ensure comprehensive project management processes are adopted to record all decisions to ensure the project is easy to handover to another resource if required.

Timetable

		Milestone	Timescale
Q4 21/22	M1	Inception, scoping and approach refinement	March 2022
Q1 22/23	M2	Background evidence review, stakeholder mapping, and direct discussions	April 2022
Q1 22/23	M3	Develop and finalise programme and engagement strategy Preparation for engagement activity Deliver engagement Activity 1 & 2 Marketing plan Open call for Youth Board Night market 1st event	May/June 2022
Q2 22/23	M4	Feasibility study for job centre unit Feasibility study for Old Fountain area HSFA Vision and delivery plan - Engagement and Vision development. Night market 2nd event	July 2022
Q2 22/23	M5	Night market 3 rd and 4th event HSFA Vision and delivery plan - Vision development. Production of Bexleyheath Vision document Evaluation	August/September 2022
Q3 22/23	M6	Night market 5th event HSFA Vision and delivery plan - Final document Bexley kick starter support	October/November 2022

Achieving Social Value and EDI - Action Plan

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage social integration and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012 and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organisation. Key actions relating to achieving social value and EDI should also be recorded in the milestone and funding schedule.

Objective	Current position/ Baseline	Action/ Task	When	Person responsible/ Resource Required	Measure of success	
Project Objectives - Achieving Social Value						
1	Sharing cultural capital with under-represented groups	n/a	Workshops to be held with young people, minimum 50% from under-represented backgrounds	During engagement periods for Activity 1, 2 and HSFA Vision stages	WMT/POoR	Maximum 3 workshops, Event photography. Findings captured in consultation reporting
		n/a	Understanding community perception and defining social values	Throughout project duration	WMT/POoR	Stakeholder mapping and one-to-one conversations with ten stakeholders
		n/a	Identifying 'community commissioning' opportunities	To be agreed with client group	Design Team	To be developed during

			and potential partnerships for co-delivery			scoping stage
		n/a	Monitor Diversity and Inclusion data for attendees at our engagement events to encourage equal access and ensure a representative demographic where possible	All events	Design team	Captured in consultation reporting
2	Supporting value in the local economy	n/a	Procure services and goods required for engagement events from local businesses e.g. printing, refreshments etc	To be confirmed	Design Team	Captured in consultation reporting
		n/a	Locally commissioned graphic design and photography	Local commissions identified during scoping period	WMT - Thamesmead CEZ scoping contacts	2, to a value of £8,000
		6 permanent traders & 6-10 traders that are not regular but come on a temporary basis.	Pitches reserved for local market traders	TBC	Bohemia Place Market	25% of pitches as a target, Trader origin to be recorded as part of application process
		n/a	Locally commissioned graphic design and photography	Local commissions identified during scoping period	WMT - Thamesmead CEZ scoping contacts	2, to a value of £8,000
Organisation Objectives - Addressing Equality, Diversity & Inclusion						

1	Consultant team working with under-represented led practices	Currently happening withing the organisation	BAME individuals in key roles within the design team to deliver key outcomes	Throughout project duration	Design team	Identified team members
			Gender balanced team with min. 50% female representation		Design team	Refer to CV's
			POoR Collective included in project team		POoR	Identified team members
2	Consultant team working with schools and universities	n/a	Mentoring for Bexley A level school students considering studying Architecture/Design/Engineering	TBC	Named individuals as mentees, with mentor session recorded	1 session to include mentoring on key skills (with our trained staff mentors)
			1-week paid work placement (inc. travel and subsistence stipend) aligned with RE—SET—GO programme	TBC	WMT	Named individual as work student. Work experience record sheets and feedback sheets

Schedule 2

Funding Schedule

Part A: for Milestone Related GLA Funding

1. On achievement of the Milestones, the Recipient shall submit a Quarterly Claim Form (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its Chief Financial Officer (which shall mean (i) where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 or, (ii) where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf ("Recipient's Chief Financial Officer"))) to the Authority for the appropriate amounts as set out in this Schedule 2 for the relevant Milestone, such claims to be accompanied by:
 - (a) a completed Quarterly Monitoring Form together with such evidence and other information as the Authority may reasonably require; and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in this Schedule 2 or otherwise).
 - (c) A monthly meeting between the Authority and the Recipient to update on activity progress
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of valid Quarterly Claim Forms submitted in accordance with paragraph 1 above.
3. If the record referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

Section 1 - Milestone Funding Table

		Milestone	Evidence (in addition to the requirements of Clause 4)	Claim to GLA	Match funding
Q4 21/22	M1	Inception, scoping and approach refinement	Invoice WMT	First round	5k
Q1 22/23	M2	Background evidence review, stakeholder mapping, and direct discussions	Invoice WMT	First round	6k
Q1 22/23	M3	Develop and finalise programme and engagement strategy Preparation for engagement activity Deliver engagement Activity 1 & 2 Marketing plan Open call for Youth Board Night market 1st event	Invoices WMT, documents, photos, reports, etc.	£83,073.35 (Includes M2 & M3)	
Q2 22/23	M4	Feasibility study for job centre unit Feasibility study for Old Fountain area HSFA Vision and delivery plan - Engagement and Vision development. Night market 2nd event	Invoice WMT Invoice documents, photos, reports, etc.	£33,346.58	
Q2 22/23	M5	Night market 3 rd and 4th event HSFA Vision and delivery plan - Vision development. Production of Bexleyheath Vision document Evaluation	Invoice WMT, documents, photos, reports, etc.		
Q3 22/23	M6	Night market 5th event HSFA Vision and delivery plan - Final document Bexley kick starter support	Invoices WMT, final document Bexley council officer support (11k)	£43,580.07 (Includes M5 & M6)	
				£160,000	£11,000

Section 2 – Quarterly Claim, Milestones and Declaration forms

This section includes the key documents required for the claiming of expenditure (examples only- grant claim forms will be sent as required per quarter)

GREATER LONDON AUTHORITY

Go

For project use	Organisation
	Project name
	Project Manager:
	Start Date
	Completion

For internal use	GLA Lead
	Date submitted to GLA Programme Manager:

Contents	Guidance
Section I	<p>Please submit an electronic copy of this claim form signed by your Finance Officer or Director, and follow up with an hard copy.</p> <p>Electronic copies should be returned to your project manager and programme manager.</p> <p>Please attach evidence of expenditure (see section II for guidance on acceptable evidence).</p>
Section II	<p>Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure eg. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and or committed expenditure by your financial officer).</p>
Section III	<p>A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your financial officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the financial officer.</p>
Section IV	<p>A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.</p>

Section I: Quarterly Claim Form

[Guidance](#)

Organisation	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in organisation	
Email address	
Correspondence address	
Post code	
Telephone Number	
Mobile Number	

Guidance on completing Table 2:

- A. Each Claim should have a unique ID. It should be in the order it is listed in on the claim form. Mark the claim form with the unique ID given below.
- B. Projects should match with the projects set out in Schedule 2 of the funding agreement.
- C. Workstream should match the projects set out in schedule 2 of the funding agreement.
- D. Milestones should match with the milestones set out in Schedule 2 of the funding agreement
- E. Only submit evidence relevant to the particular claim. Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transcripts or listings from your finance management system showing actual expenditure.
- F. Please list the supplier name and invoice numbers as applicable
- G. Budget should match the budget set out in Schedule 2 of the funding agreement.
- H. Cannot be spend from all funding partners to date on the project against the milestones (also include all previous claims against this milestone if relevant)
- I. Total spend for this claim in this claim period.
- J. Amount of GIA funds to be claimed for this period (automatically calculated from total claim period spend)

[illegible]

Section III: Declaration and undertaking

We declare that:

- We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- The information on this form is correct to the best of our knowledge and belief and I/ we accept full responsibility for it;
- We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers;
- We have taken delivery of and/or incurred expenditure on the project objectives for which we are claiming grant and our claim covers only the amount spent on the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- We undertake that we will notify the GLA immediately in writing or by email of any changes to the details provided in this form.
- We confirm that this claim is for the following amount and relates to the following claim period:

Capital		Q4
---------	--	----

- We confirm that the following match funding has been spent on the project this quarter as set out in the schedule 4 of the funding agreement:

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
Public funding				
Private funding				

- We confirm that the following is an accurate reflection of the GLA funding drawdown to date including this claim:

GLA Funds	Project Lifetime Budget	(insert year) Budget	FY (insert year) YTD	(insert year) Remaining Budget	Future Years Budget*
Capital					

- We confirm that the following is an accurate reflection of the match funding drawdown to date including that declared in this claim:

Match Funds	Project Lifetime Budget	(insert year) Budget	FY (insert year) YTD	(insert year) Remaining Budget	Future Years Budget*
Capital					

- We confirm that the following is an accurate reflection of the overall project accounts, including both match and GLA funds:

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	(insert year) Budget	FY (insert year) YTD	(insert year) Remaining Budget	Future Years Budget*
Capital					

Please forecast below expenditure amounts relating to 17/ 18 which is unable to be processed and validated through your finance system in time for this Q4 claim submission

Forecast for remaining (insert year) expenditure	Forecast (£)		Comments
Capital	0.00		
Carry Forward Request for (insert year)	(£)		Comments
Capital	0.00		

* To be completed if agreed with GLA Project Manager

This declaration must be signed by the project manager and the Director of Finance or Financial Officer.

Signature	Name in BLOCK letters	Position	Date

Schedule 3
The Authority's Logo

SUPPORTED BY
MAYOR OF LONDON



Schedule 4

Self-Evaluation Template

Use this template where the Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation. Use this template to evaluate the impacts and outcomes of the Project. The Recipient must, as a minimum, provide all of the information indicated below.

Project Name and Summary High Streets for All Bexleyheath Town Centre	
Borough/Organisation Name	Bexley
GLA Project Manager	
Manager completing the self-evaluation	
Total GLA Funding for Project	£160,000
Total lifetime cost of Project	
Other public/private investment	
Actual Project start date	
Actual Project end date	

1.0 Executive Summary

2.0 Methodology

3.0 Project Background, Context and Rationale

4.0 Project Aims and Objectives

5.0 Using and Sharing the Results from the Evaluation (if appropriate)

Schedule 5

Subsidy Control Disclosure Form

The GLA is considering giving Assistance or the equivalent of Assistance provided under Paragraph 4, Article 3.2 of Part Two of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland up to a maximum of the GLA Funding in relation to the Project.

The GLA is required to check whether you will have received Assistance which, when combined with the proposed GLA Funding, exceeds the Subsidy Control Threshold as defined in Clause 18.35.

Please note if you are part of a group of companies your declaration needs to relate to all subsidy or public funds received by all entities within that group for these purposes.

If you have (in this fiscal year or the 2 fiscal years prior to that) received any Assistance or public funding in respect of costs to which you are intending to apply and to be provided to you under the Project you must inform the GLA (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert "None" in the Amount column in the relevant table(s).

Please also provide details of any subsidy not yet received but which you already have a legal right to receive during the remainder of this fiscal year.

Accordingly, please complete and return this document having signed and dated it and (where applicable) having completed the tables below. Please then return the document to [NAME OF CONTRACT] at [ADDRESS]. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the GLA will be unable to provide you with the GLA Funding in relation to the Project.

Recipient of Assistance/funding	Purpose of Assistance/funding	Amount	Date

I confirm the above details are correct as at the date below.

Name	Position	Signature	Date

Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

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:

Overarching grants programme:	High Streets for All Challenge Fund Stage 3	
Description/Purpose of the grant: Brief explanation	A grant programme carried out by LB Bexley to: <ul style="list-style-type: none">• Set a strategy and delivery plan to intensify the mix of activities in Bexleyheath town centre for short and medium term• Boost local economy and support Local Enterprise• Improve perceived and actual safety of the area• Test a night-time market and other interventions with a focus on Broadway Market area• Support young people by setting up a Youth Board to be involved in shaping the future of Bexleyheath• Carry out a feasibility study for developing the old fountain area on the Broadway	
The grant is for a total of:	£160,000	
The grant is awarded on:	December 2021	
The grant covers the following time period:	From 01/02/2022 to 31/03/2023	
It is awarded to:	London Borough of Bexley	
The recipient is:	A voluntary and community sector organisation: A social enterprise: Other: If "Other" please provide more detail Local Authority	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Company or charity registration number:	Company number: n/a Charity number: n/a	
It was awarded by:	GLA Regeneration, Good Growth	
The award of this grant was formally approved by:	MD2901	

**IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 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.** [REDACTED] london.gov.uk / Post Point 11 /

Tel extension: [REDACTED]

██████████
Head of Economic Development
London Borough of Bexley
Bexley Civic Offices
2 Watling Street
Bexleyheath
London, DA6 7AT

Department: Regeneration

Our ref:

Date: 31/01/2022

Dear ██████████

Grant Funding in respect of [Bexleyheath Town Centre] (the High Street for All Challenge)

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 Bexley, whose registered office is at the address shown above You Twenty Thousand pounds sterling (£20,000) 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 Thousand] 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 IV 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.

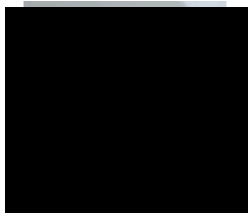
Yours sincerely

A large black rectangular box redacting the signature of the Greater London Authority representative.


Head of Regeneration
Good Growth Directorate

For and on behalf of the Greater London Authority

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

A black rectangular box redacting the signature of the London Borough of Bexley representative.

Signature:

Print Name: 

Position: Head of Economic Development

Date: 21/10/21

APPENDIX 1

Project Summary

Context

Bexleyheath is the only Major town centre and the pre-eminent shopping and leisure / evening economy hub for the London Borough of Bexley – situated in south east London. The town centre is dominated by a heavy preponderance of national retailers concentrated within the Broadway Shopping Centre and fronting the large pedestrianised core of the main high street (called the Broadway). Most independent shops and the majority of the evening and night-time economy businesses are concentrated outside of this pedestrianised zone – to the west and east of the core. The very large, relatively unstructured pedestrianised Market Place area of the Broadway attracts sizeable crowds of young people on weekday afternoons but is very underused and underpopulated in the evenings, even at weekends.

Our partnership have identified 3 key local themes that are critical to the success of Bexleyheath as part of the recovery and beyond.

1. The presence of large groups of young people on the high street and the opportunity to better serve their needs alongside those of other visitors
2. The imbalance and transition from daytime through to the night-time economy
3. The potential for more intensive use of external space for culture, events and trading which threads into points 1 and 2

Through a spatial strategy a proposition will be developed to find a holistic solution to the issues above and outline key interventions that can be implemented quickly to catalyse change for that meets the HSFA challenges.

The proposal

The key priorities of the Bexleyheath High Streets for All stage 1 project will be to:

- Build a broad partnership encompassing a range of stakeholders with an interest in the town centre. Where possible, this will include young people and organisations working with them, schools and colleges, businesses and business associations, landlords and arts and cultural organisations, as well as those representing the interests of older people and local residents. Whilst the formal accountability for the HSFA funding sits with the Local Authority, the partnership is expected to play the role of a community steering group and sounding board for the project. However, it should also form the nucleus of a longer-term town centre partnership which can help catalyse and curate a range of future changes in the town centre - beyond the life of the HSFA project. The partners will explore different partnership structures to foster longevity and build in broad representation, participation, and consistent leadership.
- Engage with stakeholders for Bexleyheath town centre and foster a dialogue about the current barriers, future opportunities and interventions required to help the town to flourish in the context of the recovery from the Covid19 pandemic. This engagement and conversation will take place through a variety of means, including surveys, focus

groups, meetings / workshops (face-to-face or virtual as conditions allow) and online engagement. Some of the face-to-face engagement will be facilitated through the use of a pop-up space within a vacant shop in the town centre. We will procure a consultant to engage with harder-to-reach groups including young people.

The purpose of the engagement will be to crystallise the key aspirations of stakeholders and the local community into a 'Vision for Bexleyheath Broadway' document, so that these can feed into the future co-design of a spatial strategy focussing on the pedestrianised section of the Broadway. Through the community engagement we will invite stakeholders to reimagine how that space, and underused commercial spaces fronting it, could be put to better use and function more effectively for the town centre at different times of day – specifically tackling the priority issues: a) school students' use of the space – and their impact and b) the spatial imbalance in the evening and night-time economy and the transition from the daytime to evening economy. Should we be successful with stage 3 funding we will procure a consultant to rethink how the space can be used.

As the partnership start to develop ideas for inclusion in the vision document, they will draw on previous work undertaken in Bexley (e.g. Bexleyheath Night Vision study, Performing Places project) and best practice examples of town centre regeneration projects elsewhere – particularly where these touch on the re-activation of under used spaces and the re-invigoration of the evening economy (for example the Walthamstow Night-time Enterprise Zone study).

This resulting vision document will seek to address many of key objectives of the High Streets for All programme, specifically creating a public welcome and innovative places of exchange, generating social value and connecting communities. In developing the Vision, we will seek to incorporate some elements that will require longer term development and additional funding to realise, and other 'quick win' exemplar interventions that could be put in place at an earlier date to make a rapid impact. We will seek support from the GLA through workshops with key stakeholders and external partners including the GLA expert's panel.

As part of the process for developing the vision we will draw on the in-house expertise of our place shaping team augmented by an architect from the Public Practice placement scheme. Where external resources are required – for example to assist the Partnership undertake Community Engagement in a variety of ways – these will be procured in a manner consistent with the Council's Procurement Rules (for example requiring 3 written quotes for contracts valued at between £25k and £50k and an Invitation to Tender for those over £50k).

Alongside the members of the Partnership itself, the resources of the Council's Business & Enterprise and Placemaking Teams and any contractors procured for the project, we also expect to be able to utilise the physical space within the Broadway to undertake activities and temporary activations and New River (the leaseholders of the Shopping Centre) have also indicated that they would be prepared to offer vacant unit space free or at low cost to the Partnership to host pop up events and activations within the Centre – as long as these remain non-profit and community based.

Expected outputs

- Report summarising the results of community engagement programme. This will distil the learnings from a range of surveys, focus groups, workshops and online outreach – as well as data from previous consultations on Bexleyheath town centre and relevant best practice examples from other locations.

- Temporary activations in the public realm aimed at engaging stakeholders in the conversation and testing out ideas for early adoption.
- A draft 'Vision for Bexleyheath Broadway' document which will encapsulate the aspirations and desires of stakeholders for future uses in the Broadway pedestrianised zone – incorporating both long- and short-term goals. This would provide a starting point for a future spatial strategy focussing on this location.

As these outputs start to be formed these will help to inform the second stage HSFA application for Bexleyheath (due 18 October).

Expenditure breakdown

The below is a high-level draft budget for the project which will be adapted and refined in discussion with GLA Officers as the project advances. Potentially the activities planned as part of the project could be boosted through alignment with other funding streams available to the Council and partners (e.g. Welcome Back Fund, BID event budget).

Category of expenditure	Amount £
Community consultation and marketing	3,000
Short term public realm activations (consultant)	9,000
Pop up shop / community space (consultant)	6,000
Project administration / expenses	2,000
TOTAL	20,000

Risks

Summary of risk	Description of cause and impact	Mitigations
Not enough local partners engage fully with the process	Key partners that we need to take an active part in steering and delivering the project are not sufficiently engaged as active participants. Impact if that the Council are left to design and implement a project which doesn't demonstrate sufficiently wide community support and which may feel like these are imposed on the community.	Ensure that sufficient care is taken from the outset in engaging with and building up a network of committed partners - and ensure each understands their ideas and input is valued.

Key stakeholder groups do not engage or are missed out	Key stakeholder groups are missed out (e.g. people with disabilities, young people) or even if approached do not sufficiently engage with the conversation about the town centre	Undertake a full mapping exercise to identify all potential stakeholder groups with an interest in Bexleyheath. Ensure that the design of the engagement process builds in a wide range of communication methods, especially those each stakeholder group is likely to favour most.
Irreconcilable conflicts of interest between the various stakeholder groups	Clearly conflicting priorities emerge from the community engagement which are very difficult if not impossible to reconcile through the developing spatial strategy	Ensure that the parameters and ground rules for the consultation are established from the start to encourage a dialogue aimed at discovering areas of common ground between the groups - rather than focus on differences (whilst also valuing and celebrating diversity).
Exemplar activities planned are not sufficiently resourced	If too many ambitious interventions are planned for the first stage these may not be properly deliverable to the desired quality to make an impact	Make sure that each proposed activity is robustly challenged to ensure that it could be delivered within the envelope of available resources - and select only a few specific actions that can be delivered well.
Privately owned spaces are not available to use for pop up activities	Due to legal or commercial constraints landlords are not able to provide consent for use of empty units within the timeframe of the project	Ensure that relevant landlords are brought into the conversation early to reduce the chance of 'surprises'
Community is difficult to engage face to face due to re-imposed Covid19 regulations	There is a risk that with rising Covid19 infection rates that the Government may need to re-impose restrictions on movement and social interactions during the timescale of the project, thus making engagement with the community more challenging and potentially creating slippage in the programme.	Whilst it is recognised that face to face engagement would need to be curtailed in these circumstances, use of online and telephone methods of engagement would be ramped up in order to maintain progress.

Continuity of project delivery by team disrupted	Project management of programme could be adversely affected if key project staff leave, become ill or are told to self-isolate due to Track and Trace	Ensure comprehensive project management processes are adopted to record all decisions to ensure the project is easy to handover to another resource if required.
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Timetable

Month	Activity
July 2021	Form the Partnership Sign off Funding Agreement and Project Outline
August	Design the community engagement programme Plan and set up of the temporary activations for public realm and internal pop-up space Launch engagement programme
September	Start of temporary activations and engagement events Continue engagement programme
October	Complete initial stage of engagement programme Continue space activations / events Collate and analyse data from first stage engagement programme 22 nd October: Submit Second Stage application for High Streets for All Challenge
November - December	Continue activations within public realm and private spaces with the focus on outreach and engagement with young people and other harder-to-reach groups. Draft vision document

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:		
The grant covers the following time period:	<i>from 1 August 2021 to 31 March 2023</i>	
It is awarded by:	<i>Regeneration Team, Good Growth Directorate</i>	
to:	<i>London Borough of Bexley</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.