## GREATER LONDON AUTHORITY

# AGREEMENT FOR THE PROVISION OF SKILLS FOR LONDONERS CAPITAL FUNDING ROUND 2 relating to Surbiton Adult Learning Centre and Community Hub - GLA OPS ID: P12946 between

**The Greater London Authority** 

-and-

Richmond & Hillcroft Adult & Community College

Round 2

## Summary cover 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 overleaf, organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

The beneficiary is:	A voluntary and community sector organisation:												
	A social enterprise:												
	Other:	Υ											
	If "Other" please provide more detail:												
	Specialist Education Institution												
The award of this grant was	MD	2142											
formally approved by:	DD	2354, 2490											
The grant is awarded on:	/_	_/											
The grant covers the	from 30/11/2019 to 01/06/202												
following time period:	15ADD !: T. D: 15 .: D												
It is awarded by:	LEAP Delivery Team, Regeneration and Economic	Development Unit,											
	Good Growth Directorate												
to:	Richmond & Hillcroft Adult & Community College												
Company or charity	Company number: 10003088												
registration number:	Charity number: 312825												
	UKPRN or ESFA Unique Personal Identification Number:												
The grant is for a total of:		£3,227,865											
Purpose of the grant:	Purpose of the grant: The Surbiton Adult Learning Centre and Community Hub will be a first												
		Company number: 10003088  Charity number: 312825  RN or ESFA Unique Personal Identification Number: £3,227,865  arning Centre and Community Hub will be a first mmunity which will provide opportunities for											
	Good Growth Directors  Richmond & Hillcroft Adult & Community Colle  Company number: 100030  Charity number: 3128  UKPRN or ESFA Unique Personal Identification Number  £3,227,8  The Surbiton Adult Learning Centre and Community Hub will be a first lass facility for the community which will provide opportunities for earning for the disadvantaged and unemployed and those who wish to levelop their learning and skills set in order to improve their life chance there will also be a focus on provision that improves peoples' health are wellbeing with a consequential positive impact on other health and social												
	from 30/11/2019 to 01/06/20  LEAP Delivery Team, Regeneration and Economic Development Un Good Growth Directors Richmond & Hillcroft Adult & Community Colle Company number: 100030 Charity number: 3128 UKPRN or ESFA Unique Personal Identification Number £3,227,8 The Surbiton Adult Learning Centre and Community Hub will be a first leass facility for the community which will provide opportunities for earning for the disadvantaged and unemployed and those who wish to evelop their learning and skills set in order to improve their life chance there will also be a focus on provision that improves peoples' health and sociate provision. The facility will also be a community resource incompassing a cafe, nursery, a shared workspace facility and a local community police base. The design of the project ensures that it sits												
	If "Other" please provide more detail:  Specialist Education Institution  MD  21- DD  2354, 24												
	Other:  If "Other" please provide more detail:  Specialist Education Institution  MD  DD  2354, 24												
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	comfortably within its wooded surroundings and that i	it is an											
		tion and its on-											
	going operation and maintenance.												

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.

(Azadur Rahman <u>azadur.rahman@london.gov.uk</u> / Post Point 11 / Tel extension: 4818).

#### **BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
  - (2) **Richmond & Hillcroft Adult & Community College** whose principal office is at Parkshot, Richmond TW9 2RE ("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. An approved version of the Recipient's proposal can be found in Schedule 5.
- 1.2 The Recipient must be an FE college or approved training organisation that is on the Register of Training Organisations who expects to hold a contract with the Skills Funding Agency to deliver education and training for the duration of this Agreement.
- 1.3 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 development, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its project "Surbiton Adult Learning Centre and Community Hub" (a first class facility for the community which will provide opportunities for learning for the disadvantaged and unemployed and those who wish to develop their learning and skills set in order to improve their life chances) by the provision of the GLA Funding to the Recipient.
- 1.4 The Recipient's total costs of fulfilling the Project Objectives are seven million, seven hundred and thirty seven thousand, nine hundred and ten pounds sterling (£ 7,737,910), the Recipient has committed itself to meeting the Project Objectives, to contributing four million, five hundred and ten thousand, and fourty five pounds sterling (£4,510,045), to the Project as recorded in OPS and to using all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives (together the "Recipient's Contribution").
- 1.5 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.6 In signing this agreement, the Recipient confirms that the Board of Governors have agreed to the entry into of this document.
- 1.7 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.
- 1.8 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 and the Project Outputs 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, the Project Outputs and complete the Project fully in accordance with this Agreement; and
- (b) deliver the Milestones and the Project Outputs in accordance with the dates and delivery timescales set out in OPS Block 7 Milestones and Block 9 Outputs;
- (c) notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
- (d) notify the Authority in writing immediately upon becoming aware that any Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in OPS or are unlikely to be achieved fully in accordance with this Agreement.

## 2A. Designated Capital Funding

- 2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that two hundred thousand and eight hundred and sixty five pounds sterling (£200,865) in the 2020-21 Financial Year, one million, one hundred and fourty nine thousand pounds sterling (£1,149,000) in the 2021-22 Financial Year and one million, eight hundred and seventy eight thousand pounds sterling (£1,878,000) in the 2022-23 Financial Year will be used solely as a contribution to capital expenditure incurred in relation to the Project Objectives, such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 9 to this Agreement.
- 2A.2 Funding provided by the Authority and the Recipient's Contribution should be for capital costs or expenditure which can be capitalised including, but not limited to,

construction costs. Any revenue elements of the project which cannot be capitalised must be funded by the Recipient.

## 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 31/03/2028.
- 3.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 3.3 Without limitation the provisions of any of Clauses 4 to 17 and such other provisions of this Agreement as are necessary to give effect to such Clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

## 4. Payment, Performance, Monitoring and Repayment 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 the Funding and Milestones Schedule (Schedule 2) and this Clauses 4. For the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Funding designated as capital funding at Clause 18.9 and certified in accordance with Clause 2A in respect of revenue expenditure.
- 4.2 Where Project Objectives are to be met on a Milestone basis the provisions of the Funding Schedule (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 and/or any other means of income/additional funding such as land receipts (including without limitation receipts from the anticipated sale of Hillcroft House) ("Additional Funding") providing written evidence of the same to the Authority with each Project 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 or seek repayment of the GLA Funding by an amount equivalent to that Additional Funding. The Parties have agreed a forecast receipt for the sale of Hillcroft House, and to the extent that the sale receipt is greater than the agreed forecast, the Authority may in its discretion reduce any further payments or seek repayment of the GLA Funding proportionately.

- 4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:
  - (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8, where notified by the GLA a similar submission through OPS); and
  - b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8, where notified by the GLA a similar submission through OPS); and
  - c) ongoing post-Project monitoring reports supplied to the Authority biannually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).
- 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.
- 4.7 The Recipient shall not make any claim for and the Authority shall not (unless the Authority, at its sole discretion and on any conditions as it sees fit, agrees in advance otherwise in writing) make any payment of GLA Funding unless and until the Recipient provides the Authority with evidence (to the reasonable satisfaction of the Authority) that planning permission and all other necessary consents and permissions have been granted for the Project. If the Recipient fails to obtain planning permission and/or all other necessary consents within 12 months of the GLA paying the first claim, the GLA reserves the right to be repaid such sums paid on or before that period elapsing.

## 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 Schedule 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.
- 5.3 Should at any point within the term of this Agreement, any eligible expenditure become ineligible expenditure, such as but not limited to where the status of the Recipient changes to allow VAT to be recovered or reduced, the Authority may in its sole discretion reduce any further payments under this Agreement or seek repayment of the GLA Funding by an amount equivalent to that received as repayment of VAT. Notwithstanding any other provision in this Agreement, this clause 5.3 shall survive termination of this Agreement.
- 5.4 In addition and without prejudice to the foregoing provisions no claims may be made for GLA Funding (and such claims will not be paid) in respect of any Expenditure Incurred before 30<sup>th</sup> November 2018.

## 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 Project Outputs and where such changes are agreed by the Authority the Recipient shall amend OPS accordingly as soon as reasonably practicable provided always that such changes shall only take effect from the date on which the Authority approves such chages in OPS (and if the Authority does not approve such changes in OPS the Recipient shall remain bound by the Project Objectives, Milestones and/or Project Outputs as they existing in OPS prior to the Recipient amending the same in OPS;
  - 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 breaches any banking covenants;
- g) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- h) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones (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 Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 10 years after the 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 10 years after the end date of the Proposal(s) 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 provide all reasonable assistance to the Authority or its nominee in conducting such audit and inspection, including making available documents and staff for interview;
  - i) make (complying always fully with the requirements of the Data Protection Act 2018 and 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) and all applicable regulations) 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 anyone acting on their behalf 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
- iii) 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;
- j) 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;
- k) notify the Authority of the results of inspections from Ofsted or FE commissioners reports; and
- l) notify the Authority in writing of any change in the identity of the Recipient's Representative.
- 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 will not be unreasonably withheld 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 & 6.6 below;
- 6.3 The Recipient shall procure the maintenance of appropriate security and 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 and/or Milestones in accordance with the profile set out at Schedule 2 and/or in the Authority's reasonable opinion there is adjudged to be any reason that may prevent the application of the Recipient's Contribution;
  - b) in the Authority's opinion the Recipient: fails to deliver; or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
  - there is a substantial change to the Project or the Project Objectives and/or Milestones 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, including, but not limited to remedial measures enforced following a poor Ofsted inspection or an FE Commissioner intervention;

- any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Outputsresult 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 Outputs as approved not being completed;
- h) any of the events referred to in Clause 6.1 (d), (e) (f) or (q) occur;
- i) 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;
- j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (http://www.london.gov.uk/priorities/planning/london-plan);
- k) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones 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; or
  - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives and/or Milestones;
- 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; or
- m) so entitled pursuant to Clause 4.7 (provided always that the minimum [2] month notice period set out therein shall apply in such circumstance).
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, and any other information or evidence required at the time by the Authority, 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 2 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;
- 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 the Authority 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 the Funding Schedule.

#### 8. Procurement and State Aid

- 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 including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code and in any event, in accordance with the Recipient's relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; 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 applicable European Union rules on State Aid and shall ensure that all requirements for the application of the Block Exemptions or notification and approval by the European Commission under such rules are met.
- 8.3 Unless otherwise notified by the Authority when utilising the GLA Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as "de minimis aid" in accordance with the De Minimis Aid Exemption.
- 8.4 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis 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 De Minimis Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
  - only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
  - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten Financial Years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
  - d) permit the Authority its auditors and agents access to the De Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid 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 & Industrial Strategy and the European Commission.

- 8.5 The Recipient shall notify the Authority when:
  - a) the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid 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 Relevant Aid received by the Relevant Enterprise complies with State Aid rules including (without limitation) directing the Recipient:
  - a) not to provide the Relevant Enterprise with any further Relevant Aid; or
  - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.7 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.
- 8.8 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 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 to concern the provision of incorrect and/or incomplete to a material extent for the purposes of Clause 7.1(d).

## 9. Publicity and Intellectual Property

9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, the London Economic Action Partnership (LEAP) and HM Government is financially supporting the Project which shall include (without limitation) it ensuring that a description of the Project is published on it's website, containing: the title of the Project, the name of the Recipient (and its partners, if any), a short description of the purpose of the Project, the Project Objectives and completion date. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's, LEAP's and HM Government's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.

- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, the London Economic Action Partnership (LEAP) and HM Government and each of their respective names, logos or branding 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 license to the Authority to use the same for the purposes related to and connected with policies, initiatives and campaigns 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 agreed by the Authority in OPS pursuant to Clause 6.1(a) or made in writing and signed on behalf 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, Monitoring, 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 Outputs.
- The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or 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 Project Monitoring Forms and shall include but not be limited to:
  - a) the progress and delivery of the Project and Project Objectives, Milestones and/or Outputsagainst 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 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 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;
  - d) any revisions that may be necessary to the Project Objectives, Milestones and/or Outputs for whatever reason; and
  - e) the expenditure incurred and grant funding drawdown against the project to date.
- 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) comply fully with the requirements set out at Schedule 7;
  - (b) cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, 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;

- (c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, 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 the Authority's Skills for Londoners Capital Fund and related programmes; and
- (d) provide upon request the IMS with such information and materials as the Authority requests;
- (e) take all steps necessary to facilitate the Authority and/or the IMS conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- (f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee incuding (without limitation) the IMS.
- 12.6 Following practical completion and/or commencement of use of the facilities in respect of which the GLA Funding is provided, the Recipient shall provide high resolution images which may be used by the Authority for publicity and other related purposes.

## 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 all money laundering legislation and any guidance issued by the Secretary of State under the same (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) acknowledges and agrees that the Authority's Skills for Londoners Capital Fund programme will be a lever for job creation and economic growth, and potentially a way of tackling long-term worklessness and where job opportunities arise through the Project and supply chain, the Recipient shall promote the recruitment of appropriate apprentices and workless individuals into such opportunities, whom are, where possible, residents of the borough or neighboring boroughs;
  - (b) shall work with the Authority to identify, enable and record all apprenticeship, job and training activity arising from the Project; and
  - (c) shall work with the Department for Work and Pensions Work Programme, Job Centre Plus, National Apprenticeship Service and other relevant Skills and Employment organisations in meeting the requirements of this clause 13.3.
- 13.4 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 or related to the Project assist and cooperate with the Authority in respect of the Authority's compliance with its duties under Clause 13.4(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 the Data Protection Act 2018 and 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, as applicable) 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 endeavour to obtain the relevant BREEAM rating of 'outstanding' for new builds and 'excellent' for refurbishments;
- (g) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter in place from time to time (a copy of the version in place as at the date of this Agreement beimng accessible at <a href="https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf">https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf</a>) in meeting BREEAM requirements; and
- (h) shall if 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
- (i) 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 fulfill 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 the Data Protection Act 2018 (and 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) and all applicable regulations 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 The Recipient acknowledges and agrees that the Authority:
  - a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
  - (b) the Authority 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 Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority 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

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.

## 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:

- **"Additional Funding"** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- "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 **"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.
- 18.4 **"Block Exemptions"** means the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union.
- "Certificate of Output Delivery" means, where applicable, the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, in the form set out Schedule 11 as amended by the Authority from time to time.
- 18.6 **"De Minimis Aid Exemption"** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union.
- 18.7 **"De Minimis Disclosure Form"** means the form attached at Schedule 6 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.8 **"De Minimis Threshold"** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.

- **"Capital Asset"** means any item of equipment or other asset (whether real property or otherwise) 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 the value of which has been enhanced as a consequence, wholly or partly of the provision of the GLA Funding and/or is purchased, wholly or partly out of the GLA Funding.
- 18.10 **"Expenditure Incurred"** means expenditure incurred by the Recipient on the Project in respect of which the Recipient has received relevant goods, services or works, or in respect of which it has entered into contractual obligations, for which payment has been made and which shall not include expenditure on any matters set out in Clauses 5.
- 18.11 **"Financial Year"** means the annual period which commences on 01 April and ends on 31 March in each year.
- 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 **"Funding Schedule"** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 18.14 "GLA Contracts and Funding Code" means the Authority's Contracts and Funding Code from time to time in place the version as at the date of this Agreement being located at:

https://www.london.gov.uk/sites/default/files/contracts\_funding\_code\_-\_dec\_18\_update.pdf

- 18.15 **"GLA Funding"** means a sum of up to three million, two hundred and twenty seven thousand, eight hundred and sixty five pounds sterling (£3,227,865) to be paid to the Recipient by the Authority to be applied to the Proposal(s) in accordance with the terms and conditions of this Agreement and as set out in OPS.
- 18.16 "**IMS**" refers to any independent monitoring surveyor, acting on behalf of the Authority from time to time.

## 18.17 "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) Tenters 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 1V 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).
- 18.18 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trade marks, 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

- 18.19 **"Milestones"** means the stages in the Recipient's fulfillment of the Project Objectives as agreed by the parties and set out in Block 7 Milestones of OPS.
- 18.20 **"OPS"** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 18.21 "Project" means the "Surbiton Adult Learning Centre and Community Hub"
- 18.22 **"Project Monitoring Forms"** means the forms to be completed and submitted to the Authority by the Recipient under Clause 4 and which shall take the form of the template set out at Schedule 7 and the project risk register.
- 18.23 **"Project Objectives"** means the objectives to be met by the Recipient described in Block 4 Project Information of OPS with respect to each Proposal and accepted by the Authority on OPS.
- 18.24 **"Project Outputs"** means the outputs to be met by the Recipient described in Block 9 Outputs of OPS for each Project and accepted by the Authority on OPS.
- 18.25 **"State Aid"** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 18.26 **"Sustainability Charter"** means the Authority's policies and guidance on sustainability as comprised in the Sustainability Charter (the version as at the date of this Agreement being located at: <a href="https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf">https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf</a>),
- 18.27 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.28 "Relevant Aid" means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (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 or the 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).
- **"Relevant Aid Trigger Point"** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.

- 18.30 "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 aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 18.31 "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 <a href="https://www.london.gov.uk/priorities/business-economy/vision-and-strategy/focus-areas/responsible-procurement/responsible-procurement-policy">https://www.london.gov.uk/priorities/business-economy/vision-and-strategy/focus-areas/responsible-procurement/responsible-procurement-policy</a>.
- 18.32 **"Schedule"** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- "Statement of GLA Funding Expenditure" means, where applicable, the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the 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 in the form set out in Schedule 9 as amended by the Authority from time to time.
- 18.34 **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.35 **"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.
- 18.36 **"Unit Rates"** means, where applicable, the values associated with each specific Project Output as set out at Schedule in Schedule 1 and/or 2 any annexure thereto.
- 19. 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.

**IN WITNESS OF THE ABOVE** the parties have executed 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: )	
Pinj WZ	
(Signature of Authorised Signatory)	
Philip Graham (Print Name)	
23rd October 2020 (Date)	
Richmond & Hillcroft Adult & Community College	
g. fuit	Neil Wallbank
(Signature of Authorised Signatory)	(Signature of Authorised Signatory)
Gabrielle Flint (Principal)	Neil Wallbank (Director of Finance& Resources)
23 October 2020.	23 October 2020.

## **Project Objectives (written explanation)**

**Project ID:** 12946

**Project Name:** Surbiton Adult Learning Centre and Community Hub

**Organisation:** Richmond & Hillcroft Adult & Community College

Questions	Answer
1. Type of project	New build
2. Briefly summarise project details and what it entails	RHACC was established on October 1st 2017 through the merger of Richmond Adult and Community College and Hillcroft College. The College has sites in central Richmond and Surbiton. This project seeks to redevelop the former Hillcroft College on the Surbiton site.  The site area is 1.6 hectares and comprises the Hillcroft College building and surrounding grounds. The original college building, including an adjacent stable block, is Grade II listed, and, in the centre of the site is a 1960s building, Powell House, which provides residential accommodation for students. The site is within 250m of Surbiton station. The main college building and the stables accommodate the majority of activities and residential rooms. Powell house is used as a residential block with small bedrooms and bathrooms.  The needs of the College have evolved. The extensions and modifications have attempted to cater for the changes but has created an increasingly more complicated facility to maintain. The buildings are no longer fit for purpose. The accommodation is unattractive, the classrooms are uninspiring and extremely inflexible; the retrofitted servicing of the building is inefficient. The College needs new accommodation to be able to serve its students.  The project seeks to address the need for new college buildings. The site would be sectioned roughly in half, with the top section including the Grade II listed properties being sold. The proposal would be to relocate the teaching accommodation to the lower site into a new, purpose built facility.  The project will provide London with a 24-hour community learning hub in an accessible, safe, community facility that supports social mobility, closes achievement gaps enables career progression and business growth and addresses the wellbeing needs of disadvantaged groups.
3. Skills provision by sector	Preparation for Life and Work
4. List the multiple sectors (using the options above)	N/A

To deliver RHACC's mission 'Empowering adults and communities through learning skills and enterprise'

by creating a Community Adult Skills Hub to provide:

- Social mobility through unique combination of intensive residential and day adult learning programmes
- A 'fair and inclusive' learning environment for adults currently excluded from education, citizenship and employment
- · Accessible and flexible- day, evenings, weekends
- Specialist support learning disability, mental health, women's education
- Progression employment, citizenship and independence through employer and voluntary sector partnerships

#### Services:

- · Hillcroft Women's Education programmes personal change, employment, H.E
- · Progression to work and citizenship adults with severe disabilities
- Intensive adult retraining- support for carers, parents, low waged
- · Foundation Education for all adults Basic Skills, ESOL, Access to H.E.
- · Vocational training Digital Media, Technology, Accountancy, Care, Childcare
- IAG Centre 7 days a week
- · Co-working/office facilities for SMEs and voluntary sector
- Community engagement events, volunteering Evidence of need:

# • The Kingston Plan and London Plan (Policy 2.13, Policy 2.) cite need for social infrastructure to support 'intensification' of Kingston-Upon-Thames, increasing population and growth in jobs

- London ABR lack of provision for the growing number of SEND learners
- The London Strategic Review of ACL recommendation adult community learning hubs
- Skills for Londoners high levels of unemployment in London, adults with low skills trapped in low waqed jobs
- 2012 OECD survey –Londoners lower skills and quals than England overall
- · Older people and disabled live in unemployment related poverty
- Employers need higher skills levels
- Barriers to learning lack of IAG and childcare, changing technology skills.
- $\boldsymbol{\cdot}$  Only 17% of tech sector workers are women, 1 in 5 GCSE Computer Science learners are girls,

5. Briefly summarise the project's main objectives and goals, and the needs it addresses

## Annex to Schedule 1

## **Outputs and outcomes**

Project ID: 12946

Organisation:

Surbiton Adult Learning Centre and Community **Project Name:** 

Richmond & Hillcroft Adult & Community

College

Output	Baseline	2020/2021	2022/2023	2023/2024	2024/2025	2025/2026	2027/2028	Total
Additional apprenticeship starts	0			20	15	15		50
Additional students progressing to employment	0			50	50	50		150
Additional work placements started	0			100	200	200		500
Amount of space with improved energy efficiency (m2)	0			1,670				1,670
Cost savings	0	50,000	200,000	200,000	200,000	225,000	50,000	925,000
Employers engaged (direct result of the project)	0			25	20	20		65
LLDD learners supported	0			100	25	25		150
NEETs into employment or training	0			10	10	10		30
New SMEs/businesses supported	0			15	15	15		45
New learners assisted (in courses leading to a full qualification)	0			350	350	350		1,050
SEND learners supported	0			25	30	45		100

## **Funding Schedules**

## Part A

## **Milestone Related GLA Funding**

- 1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 7 or such other form as the Authority notifies the Recipient in advance incuding (without limitation) any particular form(s) the Authority requires be submitted to it via OPS (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 designated chief financial officer or director to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
  - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 7 or such other form as the Authority notifies the Recipient in advance incuding (without limitation) any particular form(s) the Authority requires be submitted to it via OPS); and
  - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
- 2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
- 3. If the report referred to in Clause 6.1(h) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the relevant proportion set out in this Milestone Funding Schedule of 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(h) 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.

## Schedule 2 Milestone Funding Schedule

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Surbiton Adult Learning		-																				
Richmond & Hillcroft Ad	dult & Community Co	llege	_	T																		
stones Milestone Date Description of activities Evidence		Evidence	Applicant Capital Contributions) (£)	GLA Capital Contribution (£)	Applicant Capital Contribution (£)	2020/2021			2021/2022			2022/2023				2023/2024						
							Q1 (A, M, J)	Q2 (J, A, S)	Q3 (O, N, D)	Q4 (J, F, M)	Q1 (A, M, J)	Q2 (J, A, S)	Q3 (O, N, D)	Q4 (J, F, M)	Q1 (A, M, J)	Q2 (J, A, S)	Q3 (O, N, D)	Q4 (J, F, M)	Q1 (A, M, J)	Q2 (J, A, S)	Q3 (O, N, D)	Q4 (J, F, N
nission	30/09/2020	Development of full planning submission	Planning application	350,910.00	200,865.00	150,045.00			175,910.00	175,000.00												
	14/01/2021		Planning approval																			
	26/03/2021	Finalisation of design	Final plans/Invoices	62,500.00	25,000.00	37,500.00					62,500.00											
	06/05/2021	Development and issue of tender documentation	Tender documents																			
	23/07/2021	Review of tenders and contractor selection process	Recommendation to Board for approval/ Invoices	62,500.00	25,000.00	37,500.00							62,500.00									
	13/08/2021	Contract signed	Approval of contractor by the Board/Invoices	62,500.00	25,000.00	37,500.00						62,500.00										
	31/08/2021	Site preparation and demolition of existing building	Invoice	165,000.00	165,000.00							80,000.00	85,000.00									
	15/09/2021	Works on site	Invoice	6,537,500.00	2,787,000.00	3,750,500.00							1,089,583.00	1,089,583.00	1,089,583.00	1,089,583.00	1,089,583.00	1,089,585.00				
	15/09/2021	Works on site	Invoice																			
	31/01/2023	Works on site	Invoice																			
n	31/03/2023	Works on site	Invoice																			
	31/03/2024	Evaluation of any outstanding issues an dremedial action	Invoice	497,000.00		497,000.00																497,000
	31/03/2026, then biannua	ally after 31/03/2028 if	Evaluation reports as per clause 4.4 of grant agreement																			
			Totals (£)	7,737,910.00	3,227,865.00	4,510,045.00	0	0	175,910.00	175,000.00	62,500.00	142,500.00	1,237,083.00	1,089,583.00	1,089,583.00	1,089,583.00	1,089,583.00	1,089,585.00	0.00		b	0 497,000
		GLA Capital Contribution (	£)	3,	227,865.00		0	0	100,865.00	100,000.00	25,000.00	105,000.00	552,000.00	467,000.00	469,500.00	469,500.00	469,500.00	469,500.00				
						Totals (£)		200,8	65.00			1,149,	00.000			1,878	,000.00					
	А	pplicant Capital Contributio	on (£)	4,	510,045.00		0	0	75,045.00	75,000.00	37,500.00	37,500.00	685,083.00	622,583.00	620,083.00	620,083.00	620,083.00	620,085.00				497,000
				Totals (£)		150,045.00			1,382,666.00			2,480,334.00				497,000.00						
	GLA + Applicant Capital Contributions (£)		7,737,910.00		350,910.00		2,531,666.00			4,358,334.00				497,000.00								
		Grant Funding Rate			41.71%		0.%	0.%	57.34%	57.14%	40.%	73.68%	44.62%	42.86%	43.09%	43.09%	43.09%	43.09%	0.%	0.%	0.%	0.%
ni	ission	Milestone Date	ission  30/09/2020 Development of full planning submission  14/01/2021  26/03/2021 Finalisation of design  06/05/2021 Development and issue of tender documentation  Review of tenders and contractor selection process  13/08/2021 Contract signed  31/08/2021 Site preparation and demolition of existing building  15/09/2021 Works on site  15/09/2021 Works on site  31/03/2023 Works on site  31/03/2023 Works on site  Sealuation of any outstanding issues an dremedial action  Post practical completion - (1) 31/09/2023 , (2) 31/03/2026, then biannually after 31/03/2028 if required  GLA Capital Contribution (Applicant Capital	Milestone Date  Description of activities  Evidence  Development of full planning application  14/01/2021  Planning application  14/01/2021  Planning approval  Plans' Invoice  Approval  Final Plans' Invoice  Invoic	Milestone Date Description of activities Des	Milestone Date   Description of activities   Evidence   Applicant Capital Contributions   CLA Capital Contributions   CLA Capital Contributions   CLA Capital Contribution (E)	Milestone Date   Description of activities   Evidence   Total Project Value (GLA - Applicant Capital Contribution (E)   Applicant Capital Contribution (E)   Applicant Capital Contribution (E)	Milestone Date	Milestone Date   Description of activities   Evidence   Applicant Capital Contribution (E)   Contribution	Milestone Date   Description of activities   Evidence   Trivial Project Value (CAL+ Applicant Capital Contribution (t)   2020/2021   202	Milestone Date   Description of activities   Evidence   Applicant Capital Contributions (t)   Applicant Capital Contributions (t)   Contribution	Milestone Date   Description of activities   Evidence   Applicant Capital Contributions   CAL Capital Contributi	Milestone Date   Description of activities   Evidence   Applicant Capital Contributions   CAL Capital Contribution   CAL Capital Contributions   CAL Capital Contributio	Milestone Date   Description of activities   Endence   Protect Project Value (GLA + Applicant Capital Contributions)   Cut Capital Contributions   Contributions   Cut Capital Contributions   Cut C	Milestone Date   Description of activities   Evidence   April (Project V Video (G.A. April Control Publishor)   Control Publishor   Control Publ	Misstore Date   Description of activities   Defence   Special Court Members   Court Members	Milestone Date   Discription of activities   Disdoce   Discription of activities   Disdoce   Discription of activities   Discription of activities   Disdoce   Discription of activities   Disdoce   Discription of activities   Discription of activities   Discription of activities   Discription of activities   Disdoce   Discription of activities   Discription of ac	Milestone Date   Description of excitations   Description of excitation of excitation   Description of excitation of excitation of excitation   Description of excitation of excitat	Metation Date  Metation Date  Secription of actificity  Metation Date  Secription of actificity  Metation Date  Metation Date	Milestone Date   Description of activities   Description	Missione Data Discription of activities	Miscian Date   Miscia

## **The Authority's Logos**

SUPPORTED BY

## **MAYOR OF LONDON**

SUPPORTED BY
MAYOR OF LONDON





## Repayment schedule

Not used

## **Proposal**

#### MAYOR OF LONDON

99+ Notifications 👤 Alina Suteu

## **OPEN PROJECT SYSTEM**

# Surbiton Adult Learning Centre and Community Hub

Status: Active Project summary report Project ID: P12946

Last Approved 25/09/2020 Skills for Londoners
Capital Fund Round 2

Skills for Londoners Capital Fund Round 2

#### Applicant details

Version 2 Approved on 12/07/2019

## Lead delivery organisation name

Richmond & Hillcroft Adult & Community College

## Trading name of company (if different from above)

-

## Registered company, charity or UKPRN number

10003088

#### **VAT** registration

N/A

## Type of organisation

FE college

## If other type of organisation, please specify

-

#### Key person who GLA will contact

Neil Wallbank

#### Role within the organisation

Director of Finance and Resources

#### Contact e-mail address

neil.wallbank@rhacc.ac.uk

#### Contact phone number

020 8439 8953 or 07964 844422

#### Secondary contact name

Gabrielle Flint

#### Secondary contact e-mail address

Gabrielle.flint@rhacc.ac.uk

Are multiple parties involved in delivering this project?

no

Is your organisation submitting more than one project to this programme?

no

Is your organisation undergoing or considering merging with another organisation?

#### Funding eligibility

Version 2 Approved on 12/07/2019

Confirm that this project is for an FE college or approved training organisation (must be on the Register of Approved Training Providers and/or Register of Apprenticeship Training Providers)

yes

#### Confirm UKPRN number

10003088

Confirm that you are receiving funding from the Education and Skills Funding Agency to deliver education and training in 2018/19 and/or expect to hold a contract in future years yes

Are you applying for funding from the Mayor's Construction Academy?

#### **Project Details**

Version 1 Approved on 19/12/2018

#### Project title

Surbiton Adult Learning Centre and Community Hub

#### Bidding arrangement

Richmond & Hillcroft Adult & Community College

#### Organisation name

Richmond & Hillcroft Adult & Community College

#### Programme selected

Skills for Londoners Capital Fund Round 2

#### Project type selected

Skills for Londoners Capital Fund Round 2

#### Address

South Bank Surbiton KT6 6DF

#### Borough

Kingston upon Thames

#### Postcode

KT6 6DF

#### Ward

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#### **Project information**

Version 3 Approved on 15/09/2020

#### Project stage at time of application

Pre-planning/design stage

#### **Planning Status**

Not yet submitted/Pre-application

#### Type of project

New build

#### Briefly summarise project details and what it entails

RHACC was established on October 1st 2017 through the merger of Richmond Adult and Community College and Hillcroft College. The College has sites in central Richmond and Surbiton. This project seeks to redevelop the former Hillcroft College on the Surbiton site.

The site area is 1.6 hectares and comprises the Hillcroft College building and surrounding grounds. The original college building, including an adjacent stable block, is Grade II listed, and, in the centre of the site is a 1960s building, Powell House, which provides residential accommodation for students. The site is within 250m of Surbiton station. The main college building and the stables accommodate the majority of activities and residential rooms. Powell house is used as a residential block with small bedrooms and bathrooms.

The needs of the College have evolved. The extensions and modifications have attempted to cater for the changes but has created an increasingly more complicated facility to maintain. The buildings are no longer fit for purpose. The accommodation is unattractive, the classrooms are uninspiring and extremely inflexible; the retrofitted servicing of the building is inefficient. The College needs new accommodation to be able to serve its students.

The project seeks to address the need for new college buildings. The site would be sectioned roughly in half, with the top section including the Grade II listed properties being sold. The proposal would be to relocate the teaching accommodation to the lower site into a new, purpose built facility.

The project will provide London with a 24-hour community learning hub in an accessible, safe, community facility that supports social mobility, closes achievement gaps enables career progression and business

growth and addresses the wellbeing needs of disadvantaged groups.

#### Provide a public headline for your project as outlined in the application guidelines

The Surbiton Adult Learning Centre and Community Hub will be a first class facility for the community which will provide opportunities for learning for the disadvantaged and unemployed and those who wish to develop their learning and skills set in order to improve their life chances. There will also be a focus on provision that improves peoples' health and wellbeing with a consequential positive impact on other health and social care provision

The facility will also be a community resource encompassing a cafe, nursery, a shared workspace facility and a local community police base.

The design of the project ensures that it sits comfortably within its wooded surroundings and that it is an environmentally friendly building, both in the construction and its on-going operation and maintenance.

#### Skills provision by sector

Preparation for Life and Work

#### FE sub region

South

#### Briefly summarise the project's main objectives and goals, and the needs it addresses

To deliver RHACC's mission 'Empowering adults and communities through learning skills and enterprise' by creating a Community Adult Skills Hub to provide:

- · Social mobility through unique combination of intensive residential and day adult learning programmes
- A 'fair and inclusive' learning environment for adults currently excluded from education, citizenship and employment
- · Accessible and flexible- day, evenings, weekends
- · Specialist support learning disability, mental health, women's education
- Progression employment, citizenship and independence through employer and voluntary sector partnerships

Services:

- Hillcroft Women's Education programmes personal change, employment, H.E
- Progression to work and citizenship adults with severe disabilities
- Intensive adult retraining- support for carers, parents, low waged
- Foundation Education for all adults Basic Skills, ESOL, Access to H.E
- · Vocational training Digital Media, Technology, Accountancy, Care, Childcare
- IAG Centre 7 days a week
- Co-working/office facilities for SMEs and voluntary sector
- Community engagement events, volunteering

Evidence of need:

- The Kingston Plan and London Plan (Policy 2.13, Policy 2.) cite need for social infrastructure to support 'intensification' of Kingston-Upon-Thames, increasing population and growth in jobs
- · London ABR lack of provision for the growing number of SEND learners
- The London Strategic Review of ACL recommendation adult community learning hubs
- Skills for Londoners high levels of unemployment in London, adults with low skills trapped in low waged jobs
- 2012 OECD survey -Londoners lower skills and quals than England overall
- Older people and disabled live in unemployment related poverty
- Employers need higher skills levels
- Barriers to learning lack of IAG and childcare, changing technology skills.
- Only 17% of tech sector workers are women, 1 in 5 GCSE Computer Science learners are girls,

### Summarise all relevant discussions involving the planning authority, planning applications, consents and approvals to date (secured or required) and projected next steps

A Pre Application report (18/16405/PRE) was submitted in July 2018 which covered both the creation of a new college on the lower site and conversion of the top site to private residential.

The Design Team held various onsite meetings with representatives from Kingston Council, which included the Group Manager and Senior Development officer, as well as the Design Officer and the Trees/Landscape Officer. All aspect of the proposed scheme were discussed at length.

A full written response was received from the Council on the 27th July 2018 (See Block 12 - Supporting Documents (Miscellaneous)) which stated "In general the redevelopment of the site is supported.. and the information shared to date shows promise to a high quality submission.

Overall the Planning Officers were highly supportive of the scheme and encouraged the Design Team to submit a second Pre Application to provide a more detailed design of the new build.

They further recommended that separate Planning Applications should be submitted for the lower/top site to enable them to be developed independently, in accordance with our Development Programme.

#### Are you the site owner?

yes

# Are there any planned investigations/surveys or potential/known problems within the project site?

yes

#### Provide details of any findings or potential considerations

A range of surveys has already been undertaken as part of the pre-planning application process. These include:

Daylight / Sunlight feasibility analysis

Ecology Site Investigation and Report

Bat Survey

Arboricultural Survey

Topographical and CAD plans

Heritage Site Assessment

Internal Features Heritage Report

Historic ground use Desk Top analysis (provisional)

Drainage Strategy

**Outline Material Specifications** 

Provisional Structural Design

Provisional M&D Design

The project budget has provisions for full geo-tech surveys to assess ground conditions, which will be incorporated into the structural design. A Level 1 desk top study has revealed a predominantly clay ground composition with no history of potential contaminated uses and there are no known problems with the project site.

#### Do you own the Freehold for the applicable site of works?

yes

#### Does the project include a housing development component?

no

#### What necessary permissions are required to carry out the project on the site?

The only permission required will be for planning purposes.

# Describe the current condition of the on-site facilites, the main needs and how the investment will affect/improve this

The main college building is Grade II listed and is no longer 'fit for purpose'. The building is inefficient, both in terms of running costs and space utilisation. In total the buildings have an approximate area of 2,414 sq.m, which includes 518 sq.m. of bedroom space, 480 sq.m. of circulation space and 460 sq.m. of classroom space. As this highlights, there is highly inefficient use of space with more circulation area than classrooms.

The existing facilities present a number of issues. In particular, the main building was designed as a house and was never intended for educational use. Residential room sizes do not meet size and quality standards expected for the 21st century. The current facilities are not capable of achieving RHACC's

strategic aim of providing first class teaching facilities.

The main needs are for modern facilities that will meet the needs and expectations of learners and the wider community. The project will provide modern buildings that will enable delivery to take place in a purpose built and 'fit for purpose' facility, enabling the College to support the Mayor's plan for improving the skills of Londoners including expansion of provision for LLDD learners.

Is any work ongoing on site that is already funded?

#### Explain how the project supports the organisation's business plan and estates strategy

Prior to merger the due diligence process highlighted the need for significant investment on the Hillcroft site to make it 'fit for purpose'. It has become more evident, due to the poor condition of the existing buildings that there is an urgent need to escalate the development of the site. Governors committed to improving the facilities at the site and made this a key focus of attention for developing an estate strategy.

One of the key benefits to be accrued from merger was the increased capacity to tailor services to be delivered to different groups at different times. This will enable intensive, specialist support for disadvantaged groups such as NEETs, ex-offenders and people with disabilities to achieve their learning goals. However, without facilities that are 'fit for purpose' at Hillcroft it will not be possible to deliver on this part of the business plan to the extent envisaged.

As the name recognises the College is a community college and the project will enable the development of a facility that will serve the local community as the College's Parkshot campus demonstrates in Richmond.

Although development of the site was planned in the medium term, since merger it has become evident that due to the condition of the buildings, this has now become a short term priority.

The Vision for the College is to have two sites with modern first class facilities that meets the needs of learners and the community. The Parkshot site in Richmond has been redeveloped to provide much improved facilities that are enjoyed by learners and local community users. The completion of this project at Surbiton will ensure that the current facilities which are not fit for purpose will be replaced with new facilities that are capable of meeting the demands of learners and the community as a whole.

Do you have an Estates Strategy? If not, make sure you explain how the project supports your estates strategy in the question above

#### Outline the details and status of any planning permission or other approvals

A pre-planning application has been submitted and two site meetings by the planners from Kingston Borough have taken place. A formal Advice Note in response on the application has been received which clearly indicates that 'in general the redevelopment of the site is supported. The information shared to date shows promise to a high quality submission'. Copy of the full Advice Note is attached. Following formal feedback, the strategy is to further develop the design and continue with preapplication discussions with the Council.

Current total Gross Internal Area (GIA) of facilities at the project site(s) (including any area/planned works at the project site(s) that are not part of this project proposal) (SqM) 2414

Final total GIA of facilities at the project site(s) upon project completion (SqM) 1670

#### **Project rationale**

Version 3 Approved on 15/09/2020

# Outline how the project demonstrates innovative collaboration/partnerships with employers and local stakeholders, as well as other training providers and local authorities

The project will support RHACC's existing successful adult learning partnerships to develop and bring additional benefits to learners such as intensive retraining, employment, work experience, qualifications, soft skills and personal development.

RHACC currently works with a range of voluntary sector and training provider partners to provide pathways for hard to reach groups from community settings to qualification provision. RHACC uses its subcontracting strategy, range of adult funding and partnerships to provide routes to basic skills, wellbeing and vocational training across London for women, adults with disabilities, unemployed and low waged, older people.

The new community hub will bring together learners and partners from across London to use the facilities for residential intensive vocational retraining, intensive change programmes such as assertiveness, confidence building, leaving abusive relationships, moving on from care and/or abuse.

Current project partners include:

- 1. London Learning Consortium
- 2. Richmond Council for Voluntary Service
- 3. Richmond- Upon-Thames Council curriculum delivery plan
- 4. Kingston- Upon-Thames Council -curriculum delivery plan
- 5. London South Partnership -LMI data, residential learning delivery plan
- 6. Richmond Council for Voluntary Service office space, Volunteering service
- 7. Kingston Voluntary Action voluntary sector capacity building training
- 8. Metropolitan Police location of community policing
- 9. Mind-office space, learning for wellbeing

# Outline how the design is reflective of the work environment as well as responsive and adaptable to the current and future requirements of learners, employers and the local community

At this point the initial design is flexible in order that the facilities can be adapted to suit the needs of learners, business and the local community.

Facilities are included in order that the College can develop provision of 'women only' programmes aimed at those women facing challenges in engaging with education and employment. In addition the facilities will also be used to develop programmes for LLDD learners.

The facility will also be a community facility and the final design will reflect the needs of the local community e.g. shared workspace facility, meeting rooms, nursery, cafe etc

The current proposal of provides us with the flexibility to adapt use to meet the needs of all our users. For instance, an onsite nursery will be developed in recognition of the child care requirements of both students and the local community.

# Outline how the proposal will improve the quality of provision, learner satisfaction and progression, and success rates (with a strong emphasis on NEET and SEND learners)

The project will bring the following improvements:

Learner Satisfaction:

• RHACC has very high overall learner satisfaction rates, 98% of learners in 2016/17 rated their experience as good or better. However, learners report low satisfaction levels with residential facilities which are condition D. These facilities, within a grade 2 listed building are not accessible to learners with mobility related disabilities, therefore, new accessible facilities would improve the participation and satisfaction of Londoner's who have a disability.

Progression:

• Provision will be offered in a range of modes e.g. day, evening and weekend which will increase learner access and improve progression rates on to further study and employment.

- Improved access to IAG, childcare, bursaries, learning resources and disability related support tutorials will also improve retention and progression
- Partnerships with employers and voluntary sector for internships, volunteering, live project briefs will result in increased progression to employment
- Improved tracking of impact of wellbeing provision on reduction of Health and Care budgets using GLA Data Store.
- The project will enable the progression of NEET SEND learners in to further education and training. Specialist programmes will provide real work experience and qualifications in IT, customer service and retail, areas of regional employment opportunity. Options will also provide life skills and independence training to enable learners to travel and function at work more independently.

### Outline how the proposal supports increased levels of apprenticeship delivery and/or progression to the highest levels of vocational and technical study

The Community Adult Learning Skills Hub provision in ESOL, Basic Skills and employability programmes will get learners ready for Apprenticeship provision delivered by partner organisations (LLC) and other London South Partnership providers.

The College will provide Apprenticeship placements in Accountancy, Care, Child Care and for Teaching Assistants.

Apprenticeship programmes are not appropriate for all adult learners. The unitised, modular, part time adult classroom provision is designed to enable working adults or those with care commitments to combine skills training with existing commitments and then move on when they have the skills and qualifications required for each stage of their journey e.g. move from unemployment and caring responsibilities to part time employment and then full employment when children are in school. Adults can improve their English and basic Skills, acquire GCSEs and then progress to Access to H.E provision or vocational provision in Health and Human Science, Computing, Business, Humanities.

### Outline how the proposal enables the integration of learners which are representative of London's diversity and those who struggle to access further skills

This project is focussed on access and inclusion of adults who currently face barriers to learning, employment and participation in society and who are identified as at risk of exclusion by the Mayor's Skills strategy:

Adults who are not native English speakers. RHACC currently has 2000 ESOL learners Adults with disabilities and progression for SEND learners Older learners

Women

Adults on low wages

### Explain and provide rationale for any changes in current provision (eg deletion/addition of specific provision from the curriculum as a result of the project or new provision)

The project will not lead to the deletion of any current provision or services. It will lead to the increase of the following services for which there is currently very high demand (RHACC achieved 106% of its AEB grant allocation in 2017/18 in a context of national adult learning underspend):

- IAG and Information Services -increased participation
- Care and Childcare new facilities will provide a nursery and placement for learners as well as child care for learners and result in increased learner numbers and enrolments from Entry level to 3 and new L4 provision
- Counselling existing L1 to L5 pathways will be consolidated and learner numbers increased by delivery at Surbiton
- Technology increase in learner numbers
- Accountancy increase in learner numbers
- Community facilities -there are currently no community facilities at the Surbiton site
- Wellbeing provision -run by RHACC on a fee basis, through council ACL contracts, bursaries created by

fundraising and also delivered by partner organisations. There are currently low numbers on Surbiton wellbeing provision.

### Demonstrate how your project considered, integrates or complements your existing skills provision as well as the current and proposed future provision of other providers?

This project will provide outstanding teaching and learning facilities for the RHACC curriculum that have been developed through analysis of regional provision via the Strategic Review of Adult Learning in London, the Area Based Review of Further Education in London South and London South Partnership's Skills Strategy. The London South Area Based Review Steering Group endorsed RHACC's curriculum and plans for development.

The RHACC curriculum contains unique specialisms that compliment other local provision. This prevents duplication. E.g. RHACC's adult basic skills and employability programmes prepare learners to progress to Apprenticeships at South Thames Colleges Group and RuTC.

RHACC is the only IAL in London South and offers a broad range of adult programmes for work, career development, independence and wellbeing within an adult ethos and environment.

RHACC is the only college in the country with women only provision and facilities. The area reviews identified the lack of post 16 and adult SEND provision across London, an area of RHACC expertise.

Womens' and LLDD provision is currently limited due to lack of appropriate teaching facilities.

The curriculum is already offered on a full and part time non-residential basis from RHACC's Parkshot campus and from community settings in Richmond, Kingston, Croydon, Sutton and Merton. The project will provide a community learning hub in Kingston and provide, intensive and supported provision to be offered to more Londoners.

New facilities will not duplicate existing accommodation. Each site will be the base for specific curriculum areas. E.g. Parkshot - Creative sector specialist facilities, Surbiton - will provide outstanding facilities for Adult Basic Skills, Digital Skills, Care, Childcare, Customer Service, Digital, Education, Accountancy and Women's Education. Surbiton will have flexible studio space to enable progression to L3 and 4 at Parkshot.

### Outline how the project will integrate requirements from a Place Making and planning policy perspective? See pages 23-25 of the Prospectus

Kingston Council plans to develop services in the town centre. The Kingston Local Plan identifies Surbiton and Berrylands, train locations to be serviced by Cross Rail 2, as key locations where additional social infrastructure is required to support the planned increase in jobs, housing and population. These conservation areas lack community facilities and developable land. The project complements these plans. One of the major attributes of the project is that it will create a community accessible space for the benefit of the wider community. The outline design provides a welcoming and accessible facility set in mature landscaped grounds yet only a matter of yards from the road and Surbiton mainline rail station. The project, through sale of part of the site and building, will release the existing grade II listed building for development and a return to its original use as residential accommodation.

The development is sympathetic to the existing surroundings and has been designed in a way to protect the woodland environment.

The proposal will keep most of the existing green footprint of the site, minimising the impact on the landscaping and local species.

### Outline how the project will integrate Mayoral ambitions from an Environmental sustainability perspective? See pages 25-26 of the Prospectus

As part of the initial feasibility study (previously supplied) much attention was given to the environmental impact of the project. This has included a wide range of proposals which are outlined in the document on pages 38-46 and include the following sustainability measures:

Arboricultural Impact Assessment

Full ecology study

Renewable energy programme to include solar panels

Breeam 'Excellent' construction design to ensure high energy rating

Full TPO study and extensive landscaping programme

Green roof technology to provide numerous environmental, economic and social benefits

External Design to complement woodland setting and create 'tree house' style working environment The College scheme is designed on a site with a high tree cover and therefore offers a great and clean environment to its users. From very early stages of design, preserving the tree cover and involvement of an ecologist to do the same has been at the center of the scheme's design.

Maintaining and further improving the air quality is in favor of the scheme and for the success of its planned outdoor spaces and increased possibility of natural ventilation and opening of windows to allow fresh air into buildings. The MEP plant will be carefully selected for minimum emissions and would therefore adopt, where required, filtering media on any of the air exhausts in order to maintain good air quality in and around the site.

# Outline how the project will achieve the maximum social value possible? See page 27 of the Prospectus

A major aspect of this project is the community use facility that will be provided. This is there to serve the needs of the local community and will be developed following consultation with community groups as to what type of facilities would best serve their needs and in particular, the needs of those less advantaged in society.

One of our goals is to ensure our learners benefit from placements in the nursery facility that will enable them to progress into employment at the end of their studies, Similarly there is the potential for our LLDD learners to have work experience in the on-site cafe facility.

### Outline how the project will integrate relevant equality, fairness and inclusion considerations? See pages 28-29 of the Prospectus

The project's main focus is to create social mobility for disadvantaged groups through education and training.

The Community Adult Skills Hub will be fully accessible to all Londoners:

- The mix and balance of programmes and support for both specific groups and the community will enable the site to be a beacon for diversity, tolerance and British values. RHACC's Richmond site hosts hustings and guest speakers from local and national government to introduce learners to democracy in action.
- Hillcroft Women's Education programmes will help women progress in to management and professional roles in Care, Childcare, IT, Accountancy and to University and so help create gender parity in career outcomes.
- Specialist programmes for adults with disabilities providing vocational skills, business start-up, work experience and volunteering will help to increase the number of disabled Londoners in adequate employment.
- Community engagement activities with partner organisations supporting BAME groups will increase IAG for BAME adults and also provide access to ESOL provision, community support and vocational training.
- The campus will be fully accessible to SMEs and local businesses. The learning centre, meeting rooms and IAG will be accessible on a flexible basis required by employers and small businesses. Facilities such as kitchens, IT suites etc will be available to hire outside class times.
- Modular, part time programmes will enable adults to combine retraining with work and caring commitments and so transition smoothly to new professions and career development.

### Outline how the project will support businesses as outlined in pages 29-30 of the Prospectus

The Community Adult Skills Hub will support local businesses through:

- Further development of existing capacity building programmes for the voluntary sector delivered in partnership with Richmond Council for the Voluntary Sector and Kingston Voluntary Action
- Further develop existing business start-up and capacity building programmes for micro businesses, the self-employed and SMEs. Over 92% of local businesses are SMEs in London South.
- Access to affordable co-working, office and event space, including specialist technology hardware and software, art studios, kitchens, also outdoor space etc.
- Affordable facilities for hire and co-working spaces
- Richmond Volunteering Centre, currently based at Parkshot campus will be extended to the new site to offer volunteering and provide volunteers to businesses across London.

- Provision for adults will include meaningful links to real workplaces and also support for businesses through live briefs, work experience and guest speakers from industry.
- SME networking events, held regularly at Parkshot, with the Richmond Chamber of Commerce and the Council's Economic Development team will be extended to the Surbiton site.

#### Cost components

Version 3 Approved on 15/09/2020

Estimate of any acquisition costs at time of application (£)

-

Estimate of construction and furniture, fixtures and equipment costs at time of application (£)

6758000

Estimate of project fees at time of application (£)

Are there any project costs related to the Mayor's Construction Academy?

### Provide details for the basis of the cost estimate and what independent advice has been provided

The projected costs have been estimated on the basis of work undertaken to date by the architects and surveyors appointed to undertake the feasibility study and prepare the pre-planning application. At this stage the cost is based on preliminary site surveys and outline plans to provide an indication of what will be developed on the site to meet teaching and community needs.

The final scheme design is scheduled to be completed by October 2020, prior to submitting for full planning. A feasibility cost estimate was undertaken in May by RLF to provide an outline cost for the scheme. Summary report attached.

#### Provide details of any planned acquisitions and/or disposals

As detailed previously, half of the site including the grade II listed building will be sold. The proceeds from this will be used as part of the College contribution towards the development of the project. At this stage it is estimated that the sale should raise in the region of £3.7m.

### What is the percentage contribution (from total project costs) that you are requesting from the GLA?

41

#### How much non-GLA contribution has been secured- outline the source and value

At this stage, aside from the use of the College's own resources no other contributions have been secured. The project plan anticipates raising c£3.7m from the sale of Hillcroft House and a parcel of its surrounding land.

### Confirm the amount of non-GLA contributions which have now been secured (£). Update source and details above

-

### How much non-GLA contribution is in the process of being secured (e.g pending approval) - outline the source and value

As above, at the current time no non-GLA contribution has been secured. The College is committed to utilising the sale proceeds from the sale of Hillcroft House towards the project costs. However, this will become a more marketable asset if it is sold with planning permission for conversion into residential accommodation. On this basis the house will not be sold until planning permission has been received. Currently, the sale proceeds are estimated at around £3.7m. These could potentially be raised in 2021, assuming that full planning permission is received.

Confirm the amount of non-GLA contributions which you envision will be secured (£). Update source, timeframe and details above 3700000

### How much additional non-GLA contribution has been identified (potential sources, not yet in progress) - outline the source and value

The major source of non-GLA income that has been identified relates to the sale proceeds from half of the existing site of around £3.7m. This will be progressed further when planning permission has been granted and the site can then be offered for sale. This should generate a higher level of interest and increase the sale level over what might be expected from a sale without planning permission.

The GLA contribution and the sale proceeds will amount to around £6.9m which will leave a funding gap of around £800k. The College would propose to finance this potentially through its own reserves.

Are there any planned acquisitions or non-GLA contributions provided from disposals? yes

Anticipated costs for planned acquisitions (£)

Anticipated value provided from disposals (£) 3700000

#### Upload the Red Book valuation

Doc3ResidentialResidualValue.pdf

# Outline the anticipated timings for these transactions, and any conditions or negotiations which have taken place to date

In order to determine the anticipated value of the existing College the Project Team undertook a Residual Appraisal of the proposed residential conversion scheme (see Doc 3 Residential Residual Value above). The Appraisal assumed full planning consent to convert the existing building to a 20 unit residential scheme and based on a ~20% Profit on Cost margin, the residual site value a developer should pay is £3.7m. A Red Book valuation would have undertaken the same appraisal but was deemed unnecessary due to prohibitive costs.

The project proposal includes the sale of the existing College to part fund the build costs. The site will be sold with the benefit of residential consent in June 2020 and the College will take a short term lease back in order to stay in occupation until the new facilities are completed.

At this stage the property has not been marketed, this will commence once planning permission has been received.

# Will there be any non-GLA contributions provided from rationalisation of land for development?

nc

#### **Milestones**

Version 4 Approved on 23/09/2020

MILESTONE	N/A	DATE	STATUS	CLAIM STATUS
Planning submission		30 / 09 / 2020	FORECAST	Pending
Planning consent		14 / 01 / 2021	FORECAST	Pending
Stage 4 design		26 / 03 / 2021	FORECAST	Pending
Tender issue		06 / 05 / 2021	FORECAST	Pending
Contractor appointment		23 / 07 / 2021	FORECAST	Pending
Procurement completed		13 / 08 / 2021	FORECAST	Pending
<b>Enabling Works Completion</b>		31 / 08 / 2021	FORECAST	Pending
Main Contract - Possession		15 / 09 / 2021	FORECAST	Pending
Start on site		15 / 09 / 2021	FORECAST	Pending
Phase 1 construction		15 / 09 / 2021	FORECAST	Pending
Practical/substantial completion		31 / 03 / 2023	FORECAST	Pending
Discharge of retention fee		31 / 03 / 2024	FORECAST	Pending
Evaluation and closure		31 / 03 / 2024	FORECAST	Pending
Design team appointment	N/A	N/A	N/A	N/A
Stage 2 design	N/A	N/A	N/A	N/A
Stage 2 cost plan	N/A	N/A	N/A	N/A
GLA design review	N/A	N/A	N/A	N/A
Stage 3 design	N/A	N/A	N/A	N/A
Stage 3 cost plan	N/A	N/A	N/A	N/A
Stage 4 cost plan	N/A	N/A	N/A	N/A
Enter development agreement	N/A	N/A	N/A	N/A
Land acquisition/negotiation	N/A	N/A	N/A	N/A
Lease signed	N/A	N/A	N/A	N/A
Phase 1 planning	N/A	N/A	N/A	N/A
Phase 1 completion	N/A	N/A	N/A	N/A
Phase 2 planning	N/A	N/A	N/A	N/A

MILESTONE	N/A	DATE	STATUS	CLAIM STATUS
Phase 2 construction	N/A	N/A	N/A	N/A
Phase 2 completion	N/A	N/A	N/A	N/A
Fit out completion	N/A	N/A	N/A	N/A

#### **Budget**

Version 4 Approved on 25/09/2020

### Total project budget

YEAR	GLA CAPITAL CONTRIBUTION £	APPLICANT CAPITAL CONTRIBUTION £	TOTAL
2019/20	0	0	0
2020/21	200,865	150,045	350,910
2021/22	1,149,000	1,382,666	2,531,666
2022/23	1,878,000	2,480,334	4,358,334
2023/24	0	497,000	497,000
TOTALS	3,227,865	4,510,045	7,737,910

### Outputs

Version 3 Approved on 15/09/2020

#### Total project outputs 2020/21 to 2027/28

OUTPUT TYPE	VALUE	CATEGORY	BASELINED	FORECAST	ACTUAL	TOTALS
Direct	Positions	Additional apprenticeship starts	•	50		50
	YEAR					
	2023/24		<b>✓</b>	20		20
	2024/25		<b>✓</b>	15		15
	2025/26		✓	15		15

OUTPUT TYPE	VALUE	CATEGORY	BASELINED	FORECAST	ACTUAL	TOTALS
Direct	Number Of	Additional students progressing to employment	•	150		150
	YEAR	SUB CATEGORY				
	2023/24	Full Time	•	50		50
	2024/25	Full Time	•	50		50
	2025/26	Full Time	•	50		50
Direct	Number Of	Additional work placements started	•	500		500
	YEAR					
	2023/24		•	100		100
	2024/25		•	200		200
	2025/26		•	200		200
Direct	Net Area (Sqm)	Amount of space with improved energy efficiency (m2)	•	1,670		1,670
	YEAR					
	2023/24		•	1,670		1,670
Direct	Monetary Value	Cost savings	•	925,000		925,000
	YEAR					
	2020/21		•	50,000		50,000
	2022/23		•	200,000		200,000
	2023/24		•	200,000		200,000
	2024/25		•	200,000		200,000
	2025/26		•	225,000		225,000
	2027/28		•	50,000		50,000
Direct	Number Of	Employers engaged (direct result of the project)	•	65		65
	YEAR					

OUTPUT TYPE	VALUE	CATEGORY	BASELINED	FORECAST	ACTUAL	TOTALS
	2023/24		•	25		25
	2024/25		•	20		20
	2025/26		•	20		20
Direct	Number Of	LLDD learners supported	•	150		150
	YEAR					
	2023/24		•	100		100
	2024/25		•	25		25
	2025/26		•	25		25
Direct	Number Of	NEETs into employment or training	•	30		30
	YEAR					
	2023/24		•	10		10
	2024/25		•	10		10
	2025/26		•	10		10
Direct	Number Of	New learners assisted (in courses leading to a full qualification)	•	1,050		1,050
	YEAR					
	2023/24		•	350		350
	2024/25		•	350		350
	2025/26		•	350		350
Direct	Number Of	New SMEs/businesses supported	•	45		45
	YEAR					
	2023/24		•	15		15
	2024/25		•	15		15
	2025/26		•	15		15
Direct	Number Of	SEND learners supported	•	100		100
	YEAR					

OUTPUT TYPE	VALUE	CATEGORY	BASELINED	FORECAST	ACTUAL	TOTALS	
	2023/24		<b>✓</b>	25		25	
	2024/25		•	30		30	
	2025/26		•	45		45	
4							•

#### **Risks and Issues**

Version 2 Approved on 12/07/2019

### Project Risk Rating

#### Overall Project Risk Rating

**GREEN** - Low risk level

#### **Explanation of Risk Rating**

The College has/will implement management and governance procedures to identify, monitor and mitigate risk. The current identified risks all have mitigating actions that have been discussed. The highest risk of no GLA funding would in effect result in the project not progressing.

### Project Risks

TITLE	DESCRIPTION OF CAUSE AND IMPACT	
Proje ct costs exce ed budg et	Project costs exceed the available budget	
Sale proc eeds	Proceeds from the sale of part of the site are less than anticipated. This will impact on the available funding for the project.	

TITLE	DESCRIPTION OF CAUSE AND IMPACT
Proje ct delay	Delay to the project as a result of issues around obtaining planning permission
Achie veme nt of Outp uts and Outc omes	Given the uncertainty of the economy resulting from Brexit and the potential for reduced Adult Education Funding there will be some uncertainty around the delivery of Outputs and Outcomes. On-going revenue funding may impact on successful delivery.
No GLA capit al grant fundi ng	The project is heavily dependent upon a funding contribution from the GLA. It is extremely unlikely that the project will proceed if grant funding is not in place

### Project Issues

Not provided

#### Value for money & deliverability

Version 3 Approved on 15/09/2020

### Provide an analysis of all options explored should the desired funding not be available, including a do-nothing option

This is an issue that has been carefully considered and discussed by the College Board.

If the funding is not available to the desired level then the first option would be to develop a reduced sized scheme to the combined value of the GLA contribution and the proceeds from the part sale of the site. However, if no funding is available, or if the amount available does not allow the College to develop a viable proposal, then a further option will have to be implemented.

This option would provide for the sale of all of the site and a relocation of all provision to the Parkshot campus in Richmond. The College would then become a one-site operation. Although governors would be reluctant to take this course of action there is not a 'do-nothing' option. The condition of the current facilities at Hillcroft and the 'not-fit-for-purpose' layout of the building mean that provision cannot continue there in the medium to long term.

### Outline headline changes to running and maintenance costs arising as a result of the project

The current Grade II listed building at Hillcroft is costly to both run and maintain. Energy costs will be greatly reduced in a modern fit-for-purpose facility with appropriate environmental facilities installed. Improved security systems will reduce the extent to which the College engages a security company. Maintenance costs will be significantly reduced, both in the level of maintenance required and also the differential in cost between maintaining a modern building and a listed building. The existing building currently has a backlog of maintenance of around £1m.

### Summarise your planned or existing governance arrangements to oversee delivery of the project

The College Board has already established a Capital Project Steering Group. This Group will oversee the project and will report directly to the Board. The Group consists of 4 members, the Principal and in addition a co-opted member with construction experience has been recruited.

The Group plans to meet on a monthly basis or more frequently if there is a requirement at certain points in the project. The Group consists of the Chair of the Board, the Vice Chair o the Board, the Chair of the Finance Committee and a member of the Board who is a qualified lawyer. A report from the Group will be a standing agenda item at all Board meetings.

Terms of Reference for the Steering Group, including delegation levels, have been agreed by the Board. The project will be subject to the requirements of the approved College Financial Regulations.

#### Detail how the project meets State Aid compliance (See appendix 3 of the prospectus)

It is our understanding that the project meets with State Aid compliance. However, if successful in the bid and as outlined in the Prospectus, we will provide our own legal advice on the issue prior to receiving any funds from the GLA. We will use our legal advisors Bates Wells Braithwaite for this legal advice.

### Confirm that you have adequate public liability and employer's liability insurance yes

Has your organisation received an ESFA financial health score? yes

### Detail the most recent ESFA financial health score and any resulting actions to be undertaken by the organisation

The most recent financial health score received from the ESFA in October 2018 indicated that the College financial health is Outstanding. This is based on the financial plan submitted in July 2018 which included indicative financial results for the 2017/18 financial year.

The actual year end results for 2017/18 confirm a financial health rating of 'outstanding'.

### Has your organisation received financial health and/or commissioner notices? yes

#### Provide details of any notices and the organisation's corresponding action plan

Hillcroft College, prior to the merger had a financial health notice but was not subject to official intervention from the FE Commissioner.

An intervention team from the ESFA worked closely with both Colleges during the merger period to robustly assess the merger plans and financial forecasts.

The team now only has a minor monitoring interest and it is expected that the financial notice will be removed following receipt of the 2017/18 audited financial statements.

The financial notice remained in place post merger due to Hillcroft College, the one with inadequate financial health, being the 'continuing' College. Had Hillcroft been dissolved and RACC had been the continuing College then there would be no financial notice in place.

### Provide link to FE commissioner report and update your latest actions and next steps/timeframes in the question above

There has been no intervention by the FE Commissioner and therefore there is no FE Commissioner report.

#### Have you had any recent Ofsted report(s)?

nc

#### Have you established a procurement strategy for your project?

nc

### Provide details on the expected procurement framework/approach and the nature of the contract for all parts of the project

Procurement of main contractor for the works will be by selective single stage tendering Likely form of contract is JCT 2016 with amendments

The nature of the contract likely to be Design and Build on a fixed price, fixed term basis with novation of design consultants

This approach will allow for a list of contractors to submit proposals to deliver the construction phase. The list will be determined by reference to capability to deliver the contract, approach to health, safety and the environment, evidence of quality in construction and relevant experience, including working on constrained and environmentally sensitive sites. Evidencing demonstrable track record, allowing for competitive pricing and streamlining the selection process are the main hallmarks of this approach to tendering.

This approach will allow for the appointment of a main contractor who will provide a fixed price for the execution of the works based upon finalisation of the successful design. Novation of design consultants to the contractor will ensure continuity of design intent, retain knowledge of the site and efficacy of construction timescales. The contractor will take responsibility for the design, planning, organisation, control and construction of the works to agreed requirements. The approach provides a single point of responsibility for the delivery of the construction phase and allows for client contribution to the formalisation of the design, eg in relation to finishes, fixtures and equipment, within the constraints of the relevant element of the fixed price and the output specification. While the price certainty approach relies on not making any significant changes to the design, the College will have mitigated this risk through the initial appointment of the design team to develop a scheme that meets its requirements. Thus, at the point of entering into contract the College's principal requirements will have been decided in terms of size, layout and performance of the buildings

### Are there any legal interests or considerations that are relevant to the project, land or assets? (legal charges, covenants, land restrictions, etc)

no

Provide a detailed explanation of the organisation's capacity to deliver the project and its

#### delivery structure

The College has recent experience of delivering a large capital project at the Richmond site and will build on the experience gained from the delivery of these works. A capital project steering group has been established which includes members of the Board, senior management and an independent construction professional. This group will decide on the strategic direction of the project to define its scope, design and procurement.

A project management consultant who has been managing the professional team in delivery of the RIBA stage 2 concept design and providing advice on the disposal of College assets to support the project.

# Describe your progress/output monitoring and reporting arrangements, including the process you will follow, dedicated resources and the evidence that will be used for reporting purposes

The capital project steering group will be responsible for the management and delivery of the project. The group includes the Chair of the Board, Chair of Finance and Resources Committee, Vice Chair of the Board, Board member, College Principal, College Director of Finance and Resources and an independent construction professional.

The group will establish a reporting procedure with the intent that during the design development process the risk and cost of the project will be assessed to ensure it remains within the agreed budget and will deliver against the strategic goals for the project. It will ensure there is an ongoing engagement with key stakeholders, both internal and external to the College, to delivery certainty of the project requirements and avoid uncontrolled scope change.

A project manager will be engaged by the college to support and inform the group as to the day to day progress of the projects design and construction progress. The Project Manager will manage the consultant team, ensure the necessary engagement happens with external stakeholders, lead the procurement activities and provide monitoring of the construction progress to inform the group of issues and risks associated with the project's delivery.

The group will in turn inform the Board of the projects progress and has a limit to its ability to agree change or variation without this being reverted to the Governors for a decision.

Attached at Block 12 is a document that outlines the full reporting and monitoring arrangements that will be implemented for the project.

#### Outline the long-term outcomes that you hope to achieve through this project

The project aims to achieve the following long term outcomes:

- An adult community learning hub that meets the learning needs of the whole community by fostering a community learning partnership between the college, local businesses, the voluntary sector and the GLA and the London councils.
- Residential provision providing intensive support to close achievement, wellbeing and prosperity gaps between disadvantaged Londoners and the least disadvantaged.
- An adult life-long learning and careers guidance centre and volunteer bureau offering advice on local vacancies, job seeking support, training and learning information, advice on financial support and meeting the needs of businesses and Londoners
- A specialist training and support centre for women providing routes to work, H.E, wellbeing and active citizenship.
- Training with work experience for adult Londoners who have a severe disability that leads to paid employment/volunteering and greater independence. There will be paid employment opportunities at the centre.
- Flexible facilities that can be used on a 24 hour basis by the community learning partnership to meet business, training and wellbeing needs.
- Co-working facilities for SMEs.
- A nursery offering places for learners and residents and work placements for learners
- A model of sustainable facilities and inclusive design that meets the needs of a wide variety of user groups.
- Fully accessible facilities that enable all Londoners to participate.
- Residential facilities that can be used to model the parenting and meal planning and preparation skills taught
- · A centre for the community and capacity building for the voluntary sector

#### Explain the envisioned methodology to measure and evaluate the project post completion

#### and long term outcomes

The College is alert to the fact that there will be a need to measure and evaluate the project post completion.

A number of outputs and outcomes have been identified which the project aims to achieve and these will determine the success of the investment in the project. In addition there will be lessons to be learnt throughout the life of the project and these will be identified and reported.

In terms of outputs it will be necessary to accurately establish the baseline from which the improved outcomes can be measured. This is achievable, in so far as learner data is concerned, through, establishing the benchmark from the ILR prior to project completion and measuring the impact against these learner numbers and the trends that develop over a number of years.

Additionally, the facility is to be utilised as a community hub and it will therefore be necessary to fully record the usage and which target groups are making use of the facility. This will be achieved through a booking system that will monitor and report on usage.

Another key aspect of the community use will be the shared workspace facility. Again, detailed records will be maintained to record the level of usage and by type of client e.g. small business, start-up etc. This will enable an evaluation of the extent to which the facility is meeting the output targets and is contributing towards the Mayor's economic development strategy.

The College also expects to be required to report back to the GLA on a regular basis on its achievement of targets.

In addition to the above, and as a way of establishing the extent to which the project has been successful in achieving its key aims, the College will undertake surveys to focus on the impact that the new facility is having on users lives on an on-going basis. These will form part of an overall impact evaluation of the project.

In addition to the post-completion evaluations highlighted above the College is aware, given the current economic uncertainty, that it will need to monitor developments and changing requirements as the project develops and highlight potential changes that may be required to future curriculum delivery and community facilities to meet changing demands.

#### **Supporting documents**

Version 3 Approved on 15/09/2020

Provide Board meeting minutes or formal endorsement from Governing body evidencing approval of this project/application

Extract Paper 2 - Board minutes 24 05 18.docx

High level capital budget vs outturn for 2015-16, 2016-17 and 2017-18, including capital receipts

Capital Budget.docx

Organisation's budget and cash flow forecast for 2018-19

10003088\_FP\_18\_HILCT.xlsm

Audited accounts or a statement of the organisation's turnover, profit & loss/income & expenditure and cash flow position for the most recent full year of operations

1220\_RAC001\_Signed accounts 2018.pdf

#### Net Present Value calculation

Base Investment\_Appraisal.xls

#### Evidence of secured non-GLA contributions

EVIDENCE OF SECURED NON.docx

#### Completed Capital Cost Breakdown template

Copy of sfl\_capital\_cost\_breakdown\_template.pdf

#### RIBA Cost plan or Order of costs estimate

Construction and project costs summaries.docx

#### Programme plan (Gantt chart or MS Project)

Hillcroft Redevelopment Overview Plan v2.0.pdf

# Full project risk register (NOTE: A costed risk register is mandatory for all projects over £5 million in project value)

Doc6.pdf

#### Evidence of independent legal assessment of compliance with State Aid

EVIDENCE OF SECURED NON.docx

#### Curriculum

Curriculum offer-3.docx

#### Organisation's Business Plan

10003088\_Comm\_18\_HILCT.docx

#### Completed fire-safety standards documentation

Fire Engineering Questions (2).pdf

# ESFA financial planning template / organisation's budget and cash flow forecast for next 3 years

10003088 FP 18 HILCT.xlsm

# Audited accounts of the organisation's turnover, profit & loss/income & expenditure and cash flow position for the year ending 31 July 2018

1220\_RAC001\_Signed accounts 2018.pdf

#### ESFA Finance record template (see application guidelines)

10003088\_FR\_1718\_HILCT.xlsx

#### Options appraisal/Cost-Benefit analysis

Hillcroft Options Appraisal.pdf

#### RIBA Design Report (Stage 2 minimum)

Document link instructions.docx

#### Other

-

#### Letters of support

Letters of support for Hillcroft development.doc

#### Other

- 1816405 DN Det.pdf
- Project Governance.pdf

#### **Declaration**

Version 2 Approved on 12/07/2019

Are you related to any elected GLA officials or members of GLA staff?

Has anyone involved in the project been in contact with any elected Greater London Authority officials or members of our staff in relation to your project either at an engagement workshop or at any other stage?

yes

Please state their names and team(s) they work in and the nature of support Alina Suteu | Programme Officer - LEP Delivery | Regeneration Team

Alina visited the site following the submission of the feasibility report to the GLA that was funded through the Development Support Fund.

Confirm that the information provided is complete and correct yes

I have read the GLA data protection and freedom of information policies and accept how this application and related information will be treated for publications or under the Freedom of Information Act 2000, as per the application guidelines yes

Is there any information (budget, business plan, other) that should be treated as confidential?

no

#### **Mayoral Strategies**

Version 1 Approved on 12/07/2019

### Outline specific project components which will deliver on the new Skills Strategy and its three key priorities (pages 11-12 of the Prospectus)

The project will make a major contribution to the 3 priorities by providing:

- A strategic life-long learning, adult education service that uses intelligence on sector, business, health and wellbeing needs to inform curriculum planning and progression routes to employment and higher level training
- Accessible, all ages/abilities, 24/7 day careers info and guidance centre and Volunteering Bureau informed by intelligence from the Data Store and local businesses, also providing Info on financial support
- Targeted vocational and basic skills provision with learning support for adults facing barriers to training, work and inclusion e.g. women, SEND, disabled and BaME adults, older people.
- Access to digital skills entitlement and higher level digital skills for businesses, voluntary sector and Londoners
- Targeted employment support for women, BaME, adults with disabilities, older learners
- Jobs for adults with severe learning difficulties on site following achievement of employability programme.
- Promotion of Good Work Standard and importance of learning and skills to manage life transitions
- Accommodation for partner orgs e.g. Council for Voluntary Service, Metropolitan Police and co-working facilities for SMEs.

- Bite sized skills training for SMEs informed by their needs
- Wellbeing and exercise provision to reduce unemployment due to ill health
- Childcare hub subsidised places for learners

### Outline specific project components which will deliver on the Mayor's draft London Plan policies

Chapter 5 Social Infrastructure, includes a policy on Education and Childcare Facilities (Policy S3). The project will directly deliver on the Mayor's draft Local Plan through contributing to the "supply of good quality education and childcare facilities to meet demand and offer educational choice", as set out as the overarching aim of this policy.

In particular and having regard to the criteria set out under the policy, the development will

- locate facilities in areas of identified need.
- locate facilities in accessible locations, with good public transport accessibility and access by walking and cycling facility has excellent access to rail and bus links.
- maximise the extended or multiple use of educational facilities for community or recreational use, through appropriate design measures facility will be available for community use with cafe, nursery and potential base for community policing.
- ensure that new developments are accessible and inclusive for a range of users, including disabled people, by adopting an inclusive design approach facility will be accessible and inclusive, this is all the more important given the planned delivery for LLDD learners.
- ensure that facilities incorporate suitable, accessible outdoor space building is set in a tranquil wooded environment and designed to make best use of outdoor space
- ensure that there is not a net loss of facilities facilities will be significantly improved from those currently available

#### Outline specific project components which will deliver on the Mayor's Environment Strategy and the measures that will support achievement of the relevant BREEAM rating

Two full BREEAM assessments will be required for the project under BREEAM New Construction 2018 - one under the Education scheme and one under the Multi-Residential scheme. The London Borough of Kingston requires a BREEAM "Outstanding" rating for all new construction buildings with over 500m2 and the project will aim to achieve this.

Our proposal includes BREEAM Accredited Professional services for the design and construction stages in order to achieve maximum credits under Man 01 and Man 03 credit issues. The Sustainability programme will include:

- Preliminary BREEAM New Construction 2018 report (covering the entire project)
- Design Stage BREEAM New Construction 2018 Education assessment
- Design Stage BREEAM New Construction 2018 Multi-Residential assessment
- Design Stage BREEAM Accredited Professional service
- Post Construction Stage BREEAM New Construction 2018 Education assessment
- Post Construction Stage BREEAM New Construction 2018 Multi-Residential assessment
- Construction Stage BREEAM Accredited Professional service

Confirm you have been in touch with the RE:FIT team to discuss this project proposal no

Is your project for New build only?

Have you conducted a BREEAM pre-assessment for your project?

Confirm your commitment to achieve the BREEAM standards stated in the Prospectus yes

Explain why this has not been integrated in the design/planning process and your action

#### plan should the assessment highlight unforeseen costs

The College is committed to delivering a project that will achieve BREEAM Oustanding and the following works will be undertaken as part of the process:

- Passive design analysis
- Carbon neutral footprint analysis
- Life Cycle Assessment (LCA)
- Embodied carbon studies to determine suitable selection of the materials, such as glare control
- Higher benchmarks for sustainable/renewable water and energy sources
- Climate change adaptation

### Outline specific social value outcomes which will be delivered through the project or which you intend to integrate towards the award of project contracts

The project will deliver strong social value outcomes through:

- Health and Wellbeing- Encouraging healthy lifestyles and positive mental health via Wellbeing ACL curriculum targeted at older people, disabled, BaME adults, unemployed and parents. Programmes will have preventative health and care and recovery outcomes. Adult Programmes will be embedded with citizenship elements re staying well, making a positive contribution to community. GPs can social prescribe.
- Stronger and safer communities -Diversity of class and learner groups will improve group and intergroup dialogue and understanding, support cultural identity and diversity, parenting classes and support will strengthen familial ties and relationships, partnerships and on site accommodation with voluntary sector and Police will contribute to crime reduction and fear of crime.
- Strengthening public life -Capacity building programmes for the voluntary sector, provision of a safe, inclusive and trusted public space for community use, information centre and basic skills/ESOL training enabling community empowerment through awareness of rights and external services.

# Outline specific project components which will deliver on the Mayor's Equality, Diversity and Inclusion Strategy (pages 10-17 of the Strategy)

The project will deliver a life-long learning centre that provides social infrastructure, keeps people connected and provides information, training and support for disadvantaged adults helping them to thrive and manage life transitions e.g. to employment, parenthood, improved health, healthy retirement, career change (objective 18, 21).

The project focusses on Londoners the Strategy identifies as facing barriers to social inclusion and prosperity and provides targeted skills support e.g. disabled adults, women, parents, low-waged, unemployed, older people. Provision will include specialist job clubs, basic skills, digital skills, vocational training. Residential programmes will provide intensive support and qualifications.

Health, weight and positive mental health community learning initiatives will address health inequalities experienced by disabled, BaME, older and LGBT people.

Co-working facilities and Volunteer Bureau will support employers and support partnerships for capacity building and work experience. The Nursery will provide developmental childcare and parenting classes to ensure that children are thriving while their parents learn.

Inclusive design will provide access to outstanding learning and public spaces that promote inclusion to all Londoners. The community policing hub will promote community safety. The scheme respects its conservation area setting and works with the local environment providing access to green spaces and growing areas for learners.

Confirm you can provide your annual Equality Information report and/or evidence fulfilment of the requirements on public bodies under the Public Sector Equality Duty (Equality Act 2010)

yes

yes

Confirm you can provide a detailed breakdown of learner diversity before completion of any funding agreement as outlined in the application guidelines

Provide your project's inclusive design statement (see page 7 of the application guidelines)

The design of the new development is built around

- the site's location within an existing urban fabric and a dense tree cover which offers both challenges and opportunities to create a design that responds to the local climatic and environmental conditions:
- the sites easy access to Surbiton railway station and bus links.
- the College's commitment to Equality and Diversity as demonstrated by its current learner and user demographic.

The new facility will provide level access, accessible entrances, provision of lifts and facilities. The residential accommodation will provide fully accessible spaces with bedrooms, kitchen and bathroom facilities

The facility will also include aids such as hearing loops and aids for the visually impaired.

The facility will provide around the clock community accessible spaces for both leisure e.g. cafe and work usage e.g. shared work spaces which will be in a safe and friendly environment.

A public consultation will be undertaken with learners, users and the wider community to assess the impact of the development and assess any desired changes that may be required.

Given the diversity of the user groups the College is fully aware of the need to implement comprehensive health and safety and fire evacuation procedure, this will be achieved alongside training for staff. In order to ensure that the development complies with planning policy and legal requirements work has been undertaken with the officials from Kingston Planning Department in developing the concept and obtaining their feedback and this will continue as the project progresses.

Confirm you have read and comply with our requirements on safeguarding policy and protection procedures as outlined in the application guidelines

yes

### Outline specific project components which will deliver on the Mayor's Economic Development Strategy

The planned project meets a number of the components in the Mayor's Economic Development Strategy. The new facility will provide learning opportunities for those groups that are currently unable to share in the wealth generation of the City. These groups include LLDD, single parents, ethnic minorities, exoffenders and also women who have experienced abuse and are uncomfortable in a mixed sex learning environment. These groups will be able to learn new skills which will equip them to undertake meaningful paid employment.

The Economic Strategy outlines the need for an increased supply of affordable quality childcare. The proposed development will include a nursery facility, available to learners and the wider community, which will also provide work placement opportunities for learners undertaking childcare courses.

Central to the community provision will be the promotion of health and wellbeing activities and courses aimed at those groups most in need of help and support.

The College appreciates that a safe community is a better community and community policing is an important factor in developing inclusive and safe communities. The project provides the opportunity for a community based police presence in the facility.

The College recognises the need for affordable workspace and has created a shared workspace facility at the Parkshot campus for use by small businesses start-ups. This will be replicated in the new facility and so boost the supply of affordable workspace.

#### **Project History**

23/09/2020 at 10:07 Approved by Tim Griggs approved subject to manual ammendments

#### Schedule 6

### De Minimis Disclosure Form

#### **DE MINIMIS DECLARATION**

The GLA is considering giving you de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 ("the Regulation")<sup>1</sup> up to a maximum of the GLA Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Project

Under the Regulation, the GLA is required to check whether you will have received more than €200,000 (€100,000 if you are an entity operating in the road freight transport sector) of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to your accounting reference date) and in the previous 2 fiscal years when combined with the proposed Project de minimis aid. Please note if you are part of a group of companies your declaration needs to relate to funds received by all entities within that group for these purposes (see definition of "single undertaking" under Article 2 of the Regulation for further information).

Please note you do not need to include funding that you may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation unless such funding has been/is intended to be used by you in relation to the same costs as the proposed Project de minimis funding. If you have (in this fiscal year or the 2 fiscal years prior to that) received any de minimis aid or public funding in respect of costs to which you are intending to apply the de minimis aid proposed to be provided to you under the Project (as detailed above), you must inform the Grantor (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 de minimis aid 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 documents 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 Grantor will be unable to provide you with a de minimis grant in relation to the Project.

Provider of de minimis aid	Purpose and Name of specific entity receiving de minimis aid	Amount	Date

 $<sup>^1\ \</sup>underline{\text{http://ec.europa.eu/competition/state\_aid/legislation/de\_minimis\_regulation\_en.pdf}$ 

Amount of other public funding applied/ to be applied towards same costs as the required de minimis aid	Provider of other funding	Date (if already granted)

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

Name	Position	Signature	Date

#### Schedule 7

#### Performance reporting and Quarterly claim forms

The Recipient shall unless otherwise agreed in advance by the Authority in writing submit updates on performance to the Authority in the forms set out at :

- Part a of this Schedule 7 on a monthly basis; and
- Part b of this Schedule 7 on a Quarterly basis.

Without prejudice and in addition to the foregoing the Recipient shall also provide the GLA and/or the IMS with:

- such information as is requested and in such form as notified by the GLA and/or the IMS at regular intervals as set by GLA Officers; and
- notice of, access and invitations to Project sites, Project meetings and board meetings of the Recipient (as an observer at board meetings of the Recipient) and all documentation relating to such Project meetings including (without limitation) agendas for the same at least five working days in advance.

#### **Design dialogue arrangements**

Where required, GLA project leads to populate with a short paragraph describing agreed design dialogue arrangements for each project phase. Headings can be adjusted, added to or omitted as required. Note for projects that are applicable, this section must make it clear at which point the *Mayors Design Advocates* (Good Growth by Design programme) will input into the project.

- 1. Project Scoping
- 2. Brief writing
- 3. Procurement
- 4. Design development
- 5. Development-to-delivery milestone
- 6. Delivery
- 7. Completion and evaluation
- 8. <u>Meetings and Reviews</u>
  The following generic examples should be adjusted to suit the project.

<u>Project team meetings</u> *Recurrence: monthly or bi-weekly as required* 1 week in advance:

Agenda prepared by borough lead

- Documents circulated to GLA and provided at meeting, at appropriate scales and number of copies. These should include:
  - Related reports and studies
  - Briefs or project scoping documents
  - O Drawings plans, sections, maps as appropriate
  - Renders and illustrations
  - Site photographs

#### Within 1 week:

• Notes circulated by borough lead to other team members and GLA project lead.

#### Informal design reviews

Recurrence: as required, c. bi-monthly

1 week in advance:

- Agenda circulated by GLA lead.
- Relevant and up-to-date documents circulated by consultants on instruction from borough lead.

#### Within 1 week:

• Review recommendations circulated by GLA lead to borough lead.

#### Design workshops

Recurrence: as required, c. two over project lifetime

Agenda, attendees, timing and location agreed by borough and GLA leads.

14 days in advance:

- Agenda circulated.
- Relevant documents circulated by consultants on instruction from borough lead.

#### Within 1 week:

 Recommendations agreed between borough project lead and GLA lead and circulated to attendees as appropriate

#### Formal/high-level reviews

Recurrence: as required, c. two over project lifetime, one to coincide with the development-to-delivery milestone

10+ days in advance:

- Agenda circulated by GLA lead.
- Relevant documents circulated by consultants on instruction from borough lead.

#### Within 10 days:

Recommendations circulated by Project Review Panel Chairman.

### 7a. Monthly monitoring form (performance reporting)

### 7b. Quarterly Claim Form

### **GREATERLONDON** AUTHORITY

#### Schedule 7 Section B

#### Cover Sheet

	College:	
	Project name:	
	Project Manager:	
use	Start Date:	
	Completion:	

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

Contents	Guidance	
	Please submit an electronic copy of this claim form signed by your Finance Officer or Director, and follow up with an hard copy.	
Section I	Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA	
	Please attach evidence of expenditure (see section II for guidance on acceptable evidence).	
Section II	Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and 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).	
Section III	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.	
Section IV  A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim de to wait until the following quarter to submit your claim.		

### GREATER**LONDON**AUTHORITY

### Section I: Quarterly Claim Form

<u>Guidance</u>

College
Project Name
Quarter
Name(s) of officer applying for grant
Position in college
Email address
Correspondence address
Postcode
Telephone Number
Mobile Number

#### GREATER**LONDON**AUTHORITY

Section II: Milestones and Grant Claim

#### Guidance on completing table:

- 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 this 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, transaction 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. Cumulative spend from all funding partners to date on this project against this milestone (i.e to include all previous claims against this milestone if relevant)
- I. Total amount claiming for this item in this claim.

A: Unique ID	B: Project	C: Workstream	D: Milestone	E: Evidence	F. Supplier name and	G. Budget (£)	H. Cumulative spend to date (£)	I. Claim from the GLA for this claim period (£)
,					invoice number	Capital	Capital	Capital
eg, 1.01, 1.02, 2.01								
		TOTAL				0.00	0.00	0.00
		AUTO FORMULA TO ENSURE P	ROPORTIONATE SPEND			Formula to show perc	entage of grant funding rate	0.00

GREATER LONDON AUTHORITY

#### Section III: Declaration and undertaking

Guidance

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 amounts 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

· 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 <u>GLA</u> funding drawdown to date including this claim:

GLA Funds	Project Lifetime Budget	19/20 Budget	FY19/20 YTD	19/20 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:

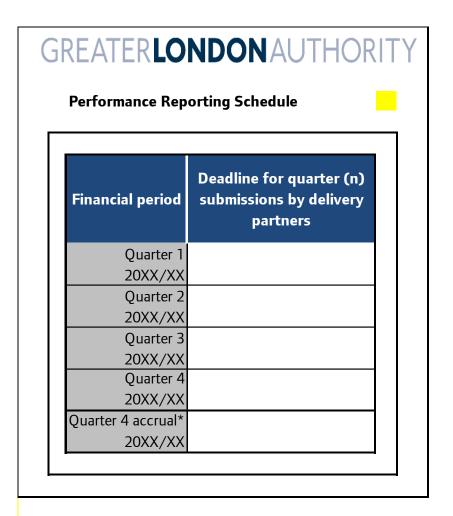
Match Funds	Project Lifetime Budget	19/20 Budget	FY 19/20 YTD	19/20 Remaining Budget	Future Years Budget
Capital					

· 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	19/20 Budget	FY 19/20 YTD	19/20 Remaining Budget	Future Years Budget
Capital					

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

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(Finance Director/Officer)	



<sup>\*</sup>Additional Quarter 4 claim to cover expenditure that could not be evidenced in the claim submitted on 15 March 201X.

#### **SELF-EVALUATION TEMPLATE**

Use this template to complete the self-evaluation.

#### **Project Summary**

Project Name
Borough Location:
GLA Project Manager
Estimated GLA funding amount for project
Actual GLA funding amount for project
Estimated cost of project
Actual cost of project
Other public/private investment
Contruction start date

### 1.0 Executive Summary

**Construction completion date** 

An Executive Summary of the project, headline achievements and longer-term impact. Word limit: 250 words.

#### 2.0 Methodology for Impact Review

What research has been undertaken to inform this project impact review?

## 3.0 Project Background, Context, Rationale, Aims and Objectives

Please provide a brief overview of the background to your project, including the market failure addressed by the project. Please also refer to the stated rationale set out in your application. Please briefly list the key aims and objectives. We will ask you separately to explain your progress towards these.

#### 4.0 Mayoral priorities

Please provide rationale as to how this project has contributed towards delivering the mayor's priorities.

Please also provide a short commentary on how this project has contributed to the wider place-making and regeneration of the locality.

# 5.0 Project Finances

#### 5.1 Commentary on project spend

Please provide a short account of the project finances. Was the project delivered to budget? If there was an underspend, please explain why. Was the spend within the project milestones? If the project went over budget, pleaseexplain why the contingency measures were insufficient. Was the Skills for Londoners Capital Grant intervention rate feasible to deliver the project at the project conception?

# 5.2 Project spend table

Table 1: Provide information on all project costs and funding within Table 1.						
	Final Budget as set in the final schedule 9 (£)	set in the final described in the	Variance Actual Spend against Final Budget			
		claim (£)	(£)	(%)		
Total GLA Funding						
Total College Contribution						
Total Private Contribution						
Total Project Cost						

# 6.0 Project Impact/Outcomes

Outputs are the specific and quantifiable and frequently represent a step towards achieving successful outcomes.

Outcomes are the result of outputs (i.e. they are longer term measures). Outcomes are the events, occurrences, or changes in conditions, behaviour, or attitudes that indicate progress toward a project's goals.

# 6.1 Project quantifiable impact/outcomes table

Please complete the table below setting out any quantifiable project outcomes or impact that has been achieved..

Gross Internal Area (GIA)	Table 5	.1: Gross	Inter	nal Area	ı (GIA) a	ffected	by this	project o	nly
	GIA (r	n²) befor roject		GIA (m²) afi proje		ted by	•		n²) after oject
				lew buil	<b>d</b> [	]n	n²		
				cquired IA:	[	]n	n²		
	[	]m²	-	efurbish IA:	ned [	]n	n² [		m²
				emolish iIA:	ned [	]n	n²		
			V	acated	GIA: [	]n	1 <sup>2</sup>		
Area improved by project	B, C and actual a	Complete the table below to show the area of estate in condition A, B, C and D (using eMandate definitions) before, anticipated and actual after the project.  Table 5.2: Impact of Project on Condition of Estate (GIA)							
		tion of es ORE proj		condi	nticipate tion of e complet	estate		lition of es TER proje	
		m²	%		m²	%		m²	%
	<b>A</b> :			A:			A:		
	В:			B:			В:		
	C:			C:			C:		
	D:			D:			D:		
	Total			Total			Total		

D	D	C	C	Α	N.	л
D	ĸ	Е	E.	н	I۷	/1

The expectation is that new build will achieve 'Excellent' and refurbishments will achieve 'Very Good'.

**Table 5.3: BREEAM rating** 

	<u> </u>	
	Target BREEAM rating as in approved application	Actual BREEAM rating achieved
New build		
Refurbishment		
Overall		

Provide a copy of any assessment or certificate.

Briefly explain realised or anticipated benefits of meeting BREEAM requirements, by category where possible (for example; water, waste, energy...). Benefits could include reduced utility or operating costs, local amenity and work space improvements, and driving innovation, employment and skills development

If the BREEAM rating fell below that which was anticipated in the application, please provide an explanation. Which categories were particularly challenging to meet and why?

Impact	on	Growt	h:
Learne	r nu	ımbers	

Complete the table below to show the number of learners that will benefit from the project.

**Table 5.4: Learner numbers** 

	Learner numbers before project	Projected learner numbers after project	Actual learner numbers post project
14 to 16			
16 to 19 Education Funding Agency (EFA)			
Adult Skills Classroom-based			
16 to 19 Apprenticeships			
Adult (19+) Apprenticeships			
Adult Skills Workplace			
Total			

Please provide anonymized ILR data in evidence of the above outputs.

# 7.0 Project Outputs

# 7.1 Commentary on project outputs

Have any outputs over delivered? How has this been achieved? Have any outputs under delivered? What mitigation is the project taking to rectify the underdelivery?

# Project output table

All outputs presented in the most recent Grant Agreement or Deed of Variation schedule 1, annex 1 should be presented below. Any additional outputs and outcomes that have been delivered due to the project, but were not expected at the time of application should also be completed in the below table.

Table 2.							
Output	Target Outputs	Actual Outputs	Variance Actual Ou	itputs against Final its			
			(Actual)	(%)			
Enter Output Name							
Enter Output Name							
Enter Output Name							
Insert more rows as necessary							

Outcome	Target Outcome	Actual Outcome	Variance Actual Outcomes against Final Outcomes	
			(Actual)	(%)
Enter Outcome Name				
Enter Outcome Name				
Enter Outcome Name				
Insert more rows as necessary				

# 8.0 Please list all courses/ qualifications you are able to deliver due to completing this project? Assessment of Impact by Aim/Objective and Outcome

Please summarise the understanding of outcomes delivered and longer term impacts under the aims and objectives. This should include an analysis of the outcomes achieved under section 5.0 and any qualitative understanding of impact. Please relate this back to the schedule 1 of the grant agreement or subsequent Deed of Variation.

## 8.1 Achievements against project objectives

- 8.1.1 Aim/Objective 1
- 8.1.2 Aim/Objective 2
- 8.1.3 Aim/Objective 3

## 8.2 Achievement against project outcomes

# 8.3 Strategic Impact

Please indicate any Strategic Impact of the project in addition to that identified in the self-evaluation using the table below. Note: only a few bullets for each relevant area is required.

Impact Type	Definition and Examples	Description of Strategic Impact
Strategic leadership	Articulation and communication of local/regional development needs, opportunities and solutions to partners, which improves confidence and capacity for growth.  Examples:  Communicating the needs of beneficiaries or location of this intervention?  Innovative approaches which could be replicated elsewhere?	
Strategic influence	Stimulating activity that defines the distinctive role of partners, gets them to commit to shared strategic objectives and to behave and allocate their funds appropriately.  Examples:  Influencing partners to contribute to similar projects?  New partnerships formed as a result of the intervention or more effective partnerships?	
Leverage	Provision of financial and other incentives to mobilise partner and stakeholder resources – equipment, people as well as funding.  Examples:  Has investment been secured from a range of sources?	
Synergy	Using organisational capacity, knowledge and expertise to improve transfer and coordination and / or integration of the design and delivery	

	of intervention.
	Examples:
	<ul> <li>Existing interventions or partnerships more joined up</li> </ul>
	<ul> <li>Part of a co-ordinated approach to addressing issues in these areas?</li> </ul>
	<ul> <li>Is there any evidence of strategic partnerships working across administrative and sectoral boundaries</li> </ul>
Engagement	Setting up mechanisms and incentives for more effective and deliberative engagement of stakeholders in the delivery of intervention.
	Examples:
	<ul> <li>Examples of business engagement</li> </ul>
	<ul> <li>Engagement with retail, culture, leisure and the arts?</li> </ul>
	<ul> <li>Engagement with the community</li> </ul>
	<ul> <li>Engagement with other public sector organisations</li> </ul>
	<ul> <li>Political engagement and support?</li> </ul>

#### 9.0 Trends and Issues

What continue to be the major challenges relating to the aims of this project? Are these the same as when the project started?

- 9.1 Key Barriers to Achievement
- 9.2 Key Opportunities

## 9.3 Management and Delivery Processes

Please set out the management structure of the project, including key responsibilities and delivery partners.

#### 9.4 Value for Money

If possible, please set out a revised benefit cost ratio for the project. Has there been any estimation of the longer term value for money of the project, looking at (say) benefits and operating costs over 10 or twenty years and capital cost outturn?

#### 10.0 Key Conclusions & Lessons learnt

Please indicate any challenges, risks, issues or concerns that evolved during the project. How did you overcome these challenges?

Please provide a short account of your experience of the GLA application and monitoring process, were there any forms that required further explanation? Would further support or advice have been beneficial to complete any documents? Were any forms particularly onerous and how could these be improved?

#### 11.0 Outstanding actions

Please provide a description of any outstanding actions, when the action will be completed and who is responsible for the action.

#### 12.0 Using and Sharing the Results from the Evaluation (if appropriate)

Please indicate if you or a representative of the project would be willing to participate in future events, including (but not limited to) presentations on the application process and/or delivering the project and/or acting as mentor to applicants.

# 13.0 Case Study Template

The Recipient is required to provide the Authority with two case studies at the stage of project practical completion.

- 1. A case study to publish on the GLA and LEP websites.
- 2. A case study to include in print material and share with potential future applicants of LEAP funded programmes.

The Authority will share two templates at the completion of Milestone 'Evaluation and closure' for the Recipient to populate and return within four weeks.

#### 14.0 GLA Peer Review

#### **GLA Project Manager Comments**

**Notes to GLA Managers:** (see suggested guide questions below) the purpose of your commentary is to provide a level of scrutiny of the report that is appropriate to your role and responsibilities as the project's GLA Manager rather than strict verification of all of the report's content; where possible, recommend where and how you think improvements can be made to produce the highest quality self-evaluation that is reasonably possible; avoid yes/no answers – try to offer specific examples from the report to support your comments;

#### **GLA Economics Comments;**

**Notes to GLA Economics** please provide a level of scrutiny of the report to ascertain whether the evaluation is appropriate, delivers the appropriate return on investment and any further queries to be answered.

1. Compliance	<have all="" been="" completed?="" of="" parts="" relevant="" report="" the=""></have>
2. Timeliness	<was completed="" in="" self-evaluation="" the="" time?=""></was>
3. Accuracy of the evidence base	<ss and="" correct?="" data="" factually="" information="" presented="" the=""></ss>
tne evidence base	<is analysis="" and="" conclusions="" credible?="" evidence="" in="" made="" report="" robust,="" sound,="" support="" the="" this="" to="" used=""></is>
	<have adequately="" been="" information="" of="" referenced?="" sources=""></have>
4. Objectivity	<are analysis="" and="" by="" conclusions="" e.g.="" evidence="" findings="" impartial="" in="" justified="" objective="" presented="" report?="" sufficiently="" supported="" the="" –=""></are>

GLA Manager Appı	<u>oval:</u>	
Name:		 
Signature:		 
Date:		

**Project ID:** 12946

**Project Name:** Surbiton Adult Learning Centre and Community Hub

**Organisation:** Richmond & Hillcroft Adult & Community College

Financial year	Total project value (GLA + Applicant Contributions)	Total GLA Contribution	GLA Capital Contribution	GLA Revenue Contribution	Total Applicant Contribution	Applicant Capital Contribution	Applicant Revenue Contribution
2020/2021	350,910.00	200,865.00	200,865.00	0.00	150,045.00	150,045.00	0.00
2021/2022	2,531,666.00	1,149,000.00	1,149,000.00	0.00	1,382,666.00	1,382,666.00	0.00
2022/2023	4,358,334.00	1,878,000.00	1,878,000.00	0.00	2,480,334.00	2,480,334.00	0.00
2023/2024	497,000.00	0.00	0.00	0.00	497,000.00	497,000.00	0.00
Total	7,737,910.00	3,227,865.00	3,227,865.00	0.00	4,510,045.00	4,510,045.00	0.00

# I hereby certify that:

1. the organisation named above is eligible to provide capital contribution

2. the capital contribution provided does not contain any funds which have been provided by the GLA group

Signed: Neil Wallbank

Name: Neil Wallbank (Director of Finance & Resources)

Date: 23 October 2020

# **Certificate of Output Delivery**

Not used.

# **Output Definitions and Evidence Requirements**

Not used.