

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA110220-2509

4 March 2020

Dear [REDACTED]

Thank you for your further request for information which the Greater London Authority (GLA) received on 7 February 2020. Your request has been dealt with under the Freedom of Information Act (FOI) 2000.

You asked for:

... all documentation relating to the application of the terms of the grant agreement between GLA and HCCS, with evidence that these have been followed by both HCCS and the GLA. We also would like to know the basis on which the decision was made by the GLA to continue to award the Mayor's pledge to HCCS.

Our response to your request is as follows:

Please find attached the information which the GLA holds within the scope of your request. The redactions relate to the names and contact details of employees and are exempt from disclosure under s.40 (Personal information) of the Act. This information identifies specific employees and as such constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

Please note that the figure of 50k referred to in the email dated 6 January 2020 is incorrect. The Director Decision which we consider within scope of your request is already available online at: <https://www.london.gov.uk/decisions/dd2225-delivering-crowdfund-london-programme-2018-2020>

Yours sincerely

[REDACTED]
Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

[REDACTED]

From: [REDACTED]
Sent: 27 January 2020 15:17
To: HCCS
Cc: [REDACTED]
Subject: RE: Old Bath House lease

Hello [REDACTED]

Thank for you this update. We understand these timescale changes and have had email confirmation on this from Hackney too. [REDACTED] has set out to us that he expects the papers to go to Cabinet for approval in March.

Given the delay to accessing the property on account of Hackney's landlord works, and the possibility of securing a long-term lease, we can confirm that this first Crowdfund milestone can be moved back. We are happy for an updated milestone to be set once the longer-term lease process is further along and we have a better idea of what the likely outcome will be.

Based on your last update, I expect that we would move the first milestone to a suitable date in line with when Hackney's contractor starts on site (your last update suggests this would be in April) and there is in principle access to the kitchen space agreed.

We don't need a letter of comfort from Hackney on the crowdfund kitchen element at this point as we have sufficient updates from yourself and directly from Simon. However, a letter of comfort and any other details of Hackney's commitment would be key to submit with the Stage 2 GGF application.

[REDACTED]. As such, [REDACTED] will be your key contact on this project going forward. She is fully briefed on the progress of the Crowdfund element of the project and of course is your lead contact on the GGF, so is in a good position to take this work forward with you.

I am still available this week as needed, but from next week please direct your updates and queries on the Crowdfund project to [REDACTED].

All the best with this project and your ongoing work in Hackney.

Best,

[REDACTED]

Senior Project and Policy Officer, Regeneration & Economic Development
GREATERLONDONAUTHORITY
City Hall, The Queen's Walk, London SE1 2AA

[REDACTED]
[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)

From: HCCS <info@chinesecentre.org.uk>
Sent: 24 January 2020 15:23
To: [REDACTED]@london.gov.uk>
Subject: Old Bath House lease

Hello [REDACTED]

The Mayor's 1st milestone is to obtain the lease to the Old Bath House on 31/01/2020.

I met with the LB Hackney officers and Cllr Selman who eh Cabinet member lead on Voluntary Sector. The usual length of CVS lease offered by LBH is 5 years. As the Old Bath HUse is currently applying for Good Growth Fund and that it requires 10 years lease. LBH need a cabinet decision to agree a 10 years lease. As a result, it will take months before a report can be prepared and present to the Cabinet.

In the mean time, LBH can supply a letter of comfort/

Please advice way forward,

Regards

[REDACTED]

Hackney Chinese Community Services Association
28-32 Ellingfort Road
Hackney
London E8 3PA

Email: info@chinesecentre.org.uk

Tel.: [REDACTED]

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[REDACTED]

From: [REDACTED]@hackney.gov.uk>
Sent: 15 January 2020 16:07
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: The Old Baths

Hi [REDACTED]

Sorry for the slow response on your question re. the lease timings. You will know from HCCS' email to [REDACTED] (on 9th Jan) week that we met with them last week and that we have a further meeting next week to continue to progress this issue. The meeting was positive and next week we are expecting them to elaborate further on their approach to governance, partnership and service delivery etc (i.e the issues both you and we have flagged to them).

Assuming this all goes well and is supported by the mayor and portfolio holder we will move forward with the process of agreeing the lease. As you know this is going to need Cabinet approval - and this process is going to take about 2 months. We are targeting the Cabinet meeting at the end of March to get this through. This date will also tie in with GGF funding decisions - we understand that they will know if their stage 2 proposals have been successful by early March? We will of course know the direction we are headed in before the formal cabinet approval, we can therefore give you some (informal) reassurance that the lease is on track to be approved earlier than the end of March.

On another note (for info.) - we had a very positive meeting with HCCS and Architecture 00 today to discuss plans for the building and the approach to capital works.

Let me know if you need anything further - I will keep you updated.

[REDACTED]

On Tue, 7 Jan 2020 at 17:09, [REDACTED]@london.gov.uk> wrote:
Hi [REDACTED]

Thanks for coming back to me on this and for the update as to the lease. Are you able to provide a sense of timings regarding renewal of the lease for HCCS? We do need to be mindful of the wider CFL spend timeframes so will need to work closely together to ensure they are able to meet those (all things considered).

As a backer of the Old Bath Community House crowdfund project, we are writing to let you know about some changes.

The project is still progressing to deliver a community kitchen that is open to all, but the nature of the partnership managing the project has changed. Originally, a partnership between Hackney Chinese Community Services (HCCS) and Bahay Kubo Housing Association (BKHA), the lead organisation in the Kanlungan Filipino Consortium, was proposed to deliver the project. Following the project successfully reaching its crowdfunding target, the nature of the relationship between the two organisations has changed and this partnership is no longer active. Hackney Chinese Community Services will now act as the sole lead project delivery partner.

The community kitchen project to be delivered remains substantively unchanged. The project will still deliver a community kitchen space which is open to all project supporters and wider community members to use and visit. The Mayor of London's pledge remains unaffected.

If you are happy to continue to support this project, you do not need to take any action. If your willingness to support the project is affected by the changes described above, this update serves to give you the opportunity to withdraw your existing pledge.

Please contact XX by XX if you would like to withdraw an existing pledge. Please include the confirmation email you received at the point of your donation with this request as evidence of the amount pledged under your / your organisation's name.

██████████ will be sending this text onto Spacehive in the next couple of days, so please let me know if there are any points to amend before then.

Best,

██████████

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From: ██████████ [@hackney.gov.uk](mailto:██████████@hackney.gov.uk)>

Sent: Tuesday, January 7, 2020 4:12:50 PM

To: ██████████ [@london.gov.uk](mailto:██████████@london.gov.uk)>

Cc: ██████████ [@london.gov.uk](mailto:██████████@london.gov.uk)>; ██████████ [@london.gov.uk](mailto:██████████@london.gov.uk)>; C ██████████

██████████ [@hackney.gov.uk](mailto:██████████@hackney.gov.uk)>;

██████████ [@hackney.gov.uk](mailto:██████████@hackney.gov.uk)>; ██████████ [@hackney.gov.uk](mailto:██████████@hackney.gov.uk)>

Subject: RE: The Old Baths

Hi ██████████

Happy New Year.

Thanks for the update - very useful. If you could share the Spacehive message to backers with us that would be helpful.

Regarding the Crowdfunding milestones and delays - we did encourage HCCS to explore flexibility on deadlines with ██████████, and we would support such a request. As I said in my email (9th Dec.), we are still supportive of the East Asian Community Centre and we are still open to HCCS taking on a lease along the lines previously envisaged. However, the current position (which we have communicated clearly to HCCS), is as follows:

- It will not be possible to conclude a lease agreement with HCCS by 31/1/20. We cannot just revert to the lease that was discussed and offered (in July 19) because the situation has changed since then, nor can we use the lease that was being prepared for the proposed 'SEAC Community Interest Company' (HCCS / BKHA joint venture) because that partnership has broken down.
- We will need to agree and prepare a new draft lease which will take some time. In addition, because LBH Cabinet approval is required for a longer lease (to meet GLA funding requirements), this will also add to the time needed to conclude any lease agreement.
- As with the previous drafts, a new lease would only be offered with conditions related to governance and partnerships. We would need to be satisfied that these issues have been addressed and helpfully your GGF phase 1 feedback is entirely consistent with this position. We would also update our 'VCS lease eligibility assessment' for HCCS which would entail scrutiny of their business plan.

Meanwhile, notwithstanding the ongoing discussion about how they will address governance and partnership issues and regarding a new draft lease agreement, we are working with them to progress the plans for the building. So for example, we are arranging to meet their architects next week to talk about the programme and schedule of works for the Old Bath House.

We are also meeting HCCS tomorrow (8th jan.) to progress the above discussions and again later in January.

Let me know if you need any further information at this stage.

[REDACTED]

----- Forwarded message -----

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>

Date: Mon, 6 Jan 2020 at 12:05

Subject: RE: The Old Baths

To: [REDACTED] <[\[REDACTED\]@hackney.gov.uk](mailto:[REDACTED]@hackney.gov.uk)>

Cc: [REDACTED] <[\[REDACTED\]@hackney.gov.uk](mailto:[REDACTED]@hackney.gov.uk)>, [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>, [REDACTED]

[REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>, [REDACTED] <[\[REDACTED\]@hackney.gov.uk](mailto:[REDACTED]@hackney.gov.uk)>, [REDACTED]

[REDACTED] <[\[REDACTED\]@hackney.gov.uk](mailto:[REDACTED]@hackney.gov.uk)>, [REDACTED] <[\[REDACTED\]@hackney.gov.uk](mailto:[REDACTED]@hackney.gov.uk)>

Hello [REDACTED]

I hope you're very well and that your new year is off to a good start!

I wanted to check in with you all at LBH on an update on the Old Baths Crowdfund/GGF project.

[REDACTED] and I were able to arrange a meeting with HCCS last year to discuss the below from HCCS perspective and gather a few more facts.

One action that has been agreed internally and with HCCS is to offer Crowdfund London backers the opportunity to withdraw their financial support for the project if they feel it no longer represents what they thought they were supporting. Melissa is working with HCCS to draft some sensitive and considered text for Spacehive to distribute to backers of the project this month. The GLA's own £50K in the Crowdfund project will remain unchanged.

[REDACTED] also flagged with me that there are a few project milestones coming up that the GLA is meant to release funding against – these include £25K to purchase materials and equipment, which will be triggered by finalising the lease agreement and access arrangements to kitchen space with yourselves (by 31/01/2020). HCCS suggested that they may not meet these milestone dates; would it be possible to get an update on this from you in terms of understanding where the delay is stemming from?

With regard to support of the project by the Good Growth Fund, as previously communicated, we had assessed the two proposals side by side and only HCCS' application was deemed suitable for progression to Stage 2; as part of our feedback we explicitly requested clarification on the nature/structure of confirmed partnerships and governance ensuring fair representation and voice in the project, along with strategy for meeting any income lost through BHKA/Kanlungan no longer being anchor tenants within the building. They will be submitting a full business plan as part of their Stage 2 application which will speak to this.

Let us know if you would like to discuss any of the above further.

Best,

[REDACTED]

--

[REDACTED]

VCS Programme Manager

VCS Property

London Borough of Hackney
HSC, 1 Hillman Street E8

[REDACTED]

www.hackney.gov.uk

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[REDACTED]

VCS Programme Manager

VCS Property

London Borough of Hackney
HSC, 1 Hillman Street E8

[REDACTED]

www.hackney.gov.uk

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[REDACTED]
Project Delivery Lead
Hackney Chinese Community Services
28-32 Ellingfort Road
Hackney
London E8 3PA

Department: Regeneration

Our ref: CL_2019

Date: 02/10/2019

Dear [REDACTED]

Grant Funding in respect of The Old Bath Community House ("the Project")

I am pleased to confirm that the **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority") has agreed to grant Hackney Chinese Community Services, whose registered office is at the address shown above, Charity registration number: 800142, thirty-five thousand pounds sterling (£35,000) ("the Funding") towards the cost of the Project.

The Funding is granted by the GLA to meet the objectives set out in Appendix 1 to this letter of agreement ("the Project") subject to the following terms and conditions:

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and be applied in accordance with the provisions of Appendix 1. In the event that you wish to utilise the Funding in different proportions from those set out in Appendix 1 You must obtain prior written consent from the GLA.
2. Subject to Your compliance with all of the provisions of this letter of agreement, the GLA shall, within 30 days of receipt of valid funding claims (to be made in accordance with the timetable set out at Appendix 1("The Mayor's Pledge") and accompanied by a written report detailing Your progress in relation to meeting the Objectives using the format set out in Appendix 3 ("Progress Update & Claim Form") and any other information the GLA may require (i.e. evidence of expenditure), pay You sums in respect of such claims provided that they shall not exceeding thirty-five thousand pounds sterling (£35,000) in aggregate. Where, at any point in the opinion of the GLA, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in this letter of agreement and/or appendices to it, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding.

3. You must ensure that the requirements set out in this letter of agreement, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:

- a) agree in writing in advance with the Authority any changes to any of the Objectives;
 - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
 - c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
 - d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity means includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;
 - e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - f) notify the GLA immediately if You are Insolvent (as defined at clause 18 below), or have no reasonable prospect of avoiding Insolvency in the future;
 - g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at clause 14 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter of agreement;
 - h) make all relevant documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by GLA or anyone acting on their behalf and by the Audit Commission, and
 - ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.
4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting you in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.

5. You must ensure that the GLA's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all

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

6. In acknowledging the GLA's grant of the Funding, you must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.

7. If the Project includes and/or any part of the GLA Funding is used directly or indirectly to purchase or develop any items in which intellectual property rights exist then you shall take all necessary steps to protect such rights and hereby grant (and where such rights are owned by a third party procure the granting by such owner of) a perpetual, royalty-free license to the GLA to use the same for the purposes related to, and connected with, any policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

8. You must not do anything (in the opinion of the GLA) that may place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.

9. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter of agreement and/or appendices to it.

10. The GLA may at its sole discretion terminate this letter of agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.

11. You must ensure that your organisation, all sub-grantees, suppliers, sub-contractors and anyone else acting on Your behalf, complies with all laws for the time being in force in England and Wales including, for example (without limitation) the provisions of Bribery Act 2010 and all money laundering legislation any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance).

12. You must ensure that your organisation and anyone acting on Your behalf,:

a) complies with all laws for the time being in force in England and Wales.; and

b) without prejudice and in addition to clause 12a):

- (i) comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (ii) acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:

- (1) eliminate unlawful discrimination and harassment;
- (2) advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low; and
- (3) foster good relations between people who share a protected characteristic and those that do not,

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

- (iii) acknowledges that the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 to have due regard to the need to:

- (1) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (2) eliminate unlawful discrimination; and
- (3) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and undertaking any activity concerning the Project, assist and co-operate with the GLA where possible to enable the GLA to satisfy its duty; and

c) assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under clauses 12b)(ii) and (iii).

d) 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;

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

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

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

15. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:

- a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;
- b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;
- c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;
- d) You fail to comply with any of the terms and conditions set out in this letter of agreement;
- e) Your composition, ownership or control changes, or the You become Insolvent or are dissolved in any way;
- f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;
- g) any of the events referred to in Clause 3 (d), (e) or (f) occur;
- h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or
- i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.

16. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in clause 15 above arise.

17. If the GLA becomes entitled to exercise its rights under Clause 15 it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under Clause 15, or to exercise

them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

18. "Insolvent" means:

a) where You are an individual (or if more than one individual than any one of them):

i) the subject of a bankruptcy petition;

ii) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

iii) enters into any composition, moratorium or other arrangement with 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

b) where You are a body corporate (or if more than one body corporate than any one of them):

i) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your Directors resolve to make such a proposal;

ii) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your Directors resolve to present such a petition;

iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;

iv) a resolution for 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 Your creditors is called for the purpose of considering that You be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);

v) a petition for 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 You be wound up;

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

19. For the purposes of Clause 20:

- a) **“Agreement Information”** means (i) this letter of agreement in its entirety (including from time to time agreed changes to the letter of agreement) and (ii) data extracted from the claims made under this letter of agreement which shall consist of your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and
- b) **“Transparency Commitment”** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the GLA is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.

20. You acknowledge and agree that the GLA:

- a) is subject to the Transparency Commitment and accordingly, and hereby give your consent for the GLA to publish the Agreement Information to the general public; and
- b) the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with you regarding any redactions to the Agreement Information to be published pursuant to this Clause 20. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

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

Yours sincerely

Patrick Dubeck



Head of Regeneration
Development, Enterprise and Environment

For and on behalf of the Greater London Authority

Signed on behalf of Hackney Chinese Community Services to accept the terms and conditions of this letter of agreement in relation to the GLA providing the Funding.

Signature

Print Name

Position

Date:

APPENDIX 1

The Project

| | |
|---------------------------|---|
| Project name | The Old Bath Community House |
| Area, location & postcode | 12-14 Englefield Road, Hackney N1 4LS |
| GLA project lead | |
| Project Delivery Manager | |
| Contact address | 28-32 Ellingfort Road, Hackney, London E8 3PA |
| Email | info@chinesecentre.org.uk |
| Telephone number | |

| | |
|-----------------------|---|
| Spacehive webpage URL | https://www.spacehive.com/the-old-bath-community-house |
| Total Project Cost | £53,157 |

About:

We aim to develop a dynamic multicultural community centre, with a community kitchen at the center of its services. It will be open to local people for training in East Asian cuisine, social entrepreneurs to demonstrate their culinary skills, as pop up restaurants showcasing different cultures and food tradition, or be hired to school or local catering events. The restaurant area will be used as a regular cafe and hub for office spots, with facilities for social entrepreneurs to start up their business. It will specifically target women from the East Asian communities who wants set up their own take away business, with variety of food from East Asian countries. The surplus from running the community kitchen social enterprise will be reinvested into our communities. It will support the provision of luncheon clubs for the elderly in the local area, promotion of arts and cultural activities, festivals, employment training, advice and support on issues affecting the East Asian communities.

What will be delivered:

- A modern and safe community kitchen
- Community kitchen with training facilities
- A welcoming and flexible restaurant area for social and work environment
- A community hub with multicultural activities and income generating facilities
- The initial stage, and foundations in restoring this historical community building
- A resource centre for East Asian communities

The Mayor's Pledge

| Description of activity | Associated milestone | Completion date | Pledge (Capital) | Pledge (Revenue) | Pledge (Total) |
|--|---|-----------------|------------------|------------------|----------------|
| Materials and supplies for kitchen build | Lease agreement and access arrangements to kitchen space finalised with Hackney Council | 31/01/2020 | £25,000 | | |
| Materials and supplies for kitchen build | Renovation of kitchen and installation of cookers | 30/11/2020 | £10,000 | | |
| Total | | | £35,000 | | £35,000 |

APPENDIX 2

The Authority's Logos

SUPPORTED BY
MAYOR OF LONDON



HM Government

This will be provided in relevant digital format for use on all printed / publication material in relation to the project.

Guidance on the use of this logo will be provided.

APPENDIX 3

Progress Update & Claim Form

You will be issued with an editable form (excel document) to make claims to be reimbursed for expenditure. You must keep all invoices and receipts in relation to project expenditure to support your claim for GLA funds. The final claim needs to be accompanied by a summary report (a closure form will be provided, or a public blog would be acceptable) and before/after images of your project. We would advise projects to keep project backers informed of progress via Spacehive and social media, or public blogging, ideally once a month.

| GREATER LONDON AUTHORITY Progress Update & Claim Form | | Project: | Project Delivery Manager: | |
|--|--|--------------|---------------------------|-----------|
| 1. Update | | | | |
| Please provide an update on progress made in the last month highlighting any achievements and any communications activities undertaken | | | | |
| 1 | e.g. This month we focused on selecting and ordering materials to renovate the vacant unit. | | | |
| 2 | e.g. We had a lively monthly meeting in the community centre. 4 new members joined our group and offered to help with the project. One of them is a builder and has offered to donate some time to helping us with the fit-out of the vacant unit. | | | |
| 3 | e.g. We held one of our training workshops early, using a local community space. This was agreed with the GLA to generate interest in the project and, by achieving this activity, unlock some further funds. We intend to deliver an extra workshop at the end of the project using in-kind support within our community group. | | | |
| 2. Current issues | | | | |
| Please provide an update on any problems that you feel may impact delivery of the project. Please include detail on how you propose to manage them | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 3. Finance | | | | |
| Project Budget: | Capital: 5000 Revenue: 11500 | | | |
| Claim this month: | Capital Revenue | | | |
| Claims so far: | Capital Revenue | | | |
| Evidence (please provide evidence to substantiate any claim. These will have been agreed in the project funding timetable set out in the grant agreement and should correspond) e.g. Invoices and receipts + photos of completed work or events | | | | |
| 4. Milestones | | | | |
| | Please list the key actions as defined in your funding agreement | Planned date | Revised date | Complete? |
| 1 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 2 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 3 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 4 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 5 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 6 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 7 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 8 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 9 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |
| 10 | | dd/ mm/ yyyy | dd/ mm/ yyyy | N |

In compliance with the Local Government Transparency Code 2014

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

| | | |
|--|--|---------------|
| The beneficiary is: | A voluntary and community sector organisation: <input checked="" type="checkbox"/> A social enterprise: <input type="checkbox"/> Other: <input type="checkbox"/> If "Other" please provide more detail | X |
| The award of this grant was formally approved by: | DD | 2225 |
| The grant is awarded on: | 02/10/2019 | |
| The grant covers the following time period: | from 01/9/2019 to 31/03/2021 | |
| It is awarded by: | Regeneration, Development Enterprise and Environment | |
| to: | Hackney Chinese Community Services | |
| Company or charity registration number: | Charity number: 800142 | |
| The grant is for a total of: | Thirty-five thousand pounds only. | |
| Purpose of the grant: | Develop a dynamic multicultural community centre, with a co kitchen at the centre of its services. It will be open to local pe training in East Asian cuisine, social entrepreneurs to demons their culinary skills, as pop up restaurants showcasing differe cultures and food tradition, or be hired to school or local cate events. | |

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.


 @london.gov.uk / Post Point 17A / Tel extension 

Policy regarding challenges that arise during the delivery of projects backed by the Mayor of London

Parties: Spacehive & Greater London Authority

Approved by: [REDACTED] Spacehive. [REDACTED] GLA.

Effective from: 17-01-2018

Review frequency: Annually, or if a new case arises

Policy information:

- When a project hits its target a contract comes into effect between the PDM and Spacehive, acting as agent on behalf of its crowd of backers (separately the GLA forms contracts directly with PDMs with respect to the Mayor of London's pledge).
- Spacehive's contract requires PDMs to spend funds raised in line with the verified description of the project that is published on Spacehive.
- Once a verified project hits its target, the PDM cannot **substantially change** the nature of the project being delivered without prior written approval by Spacehive. In judging whether a variation is substantial Spacehive will weigh:
 - The extent to which the variation affects what someone reading the project description would reasonably believe to be fundamental to the nature of the project.
 - The prominence of undertakings made by PDMs on their verified project pages.
 - Whether the project is likely to be in line with the crowd's expectations despite the proposed variation. The crowd includes large funders like the GLA whose perspectives are factored in.
 - The PDM's expectation that pledges made during the fundraising campaign will be honoured unless the project substantially changes.
- It is understood that local community projects of this nature may need to make **insubstantial changes** from time to time and Spacehive assumes that backers understand this when they support fundraising campaigns on the platform. If a variation is brought to Spacehive's attention which is judged to be insubstantial no action will be taken.

- Backers do not have a general right to a refund if they are dissatisfied with the way a project is being delivered or with the finished project, though they can raise concerns to Spacehive, which will take them into account when assessing whether the project has substantially changed or is likely to.
- In the event Spacehive believes the PDM may not deliver a project substantially in line with the verified project page it will seek to resolve the issue via discussion between the parties. As part of this process Spacehive may consult relevant stakeholders (in the case of projects that take part in Crowdfund London, this will always include the GLA given they are a major stakeholder in the delivery of projects).
- If the PDM proposes a substantial variation to the verified project plan Spacehive may at its discretion:
 - Instruct the PDM to terminate delivery of the project and refund any unspent funds to backers.
 - Approve the variation if it is satisfied that the changes are likely to be acceptable to backers.
 - Ask the PDM to propose an alternative approach. This could involve altering the nature of the proposed variation, employing a mechanism for seeking backer buy-in for the proposed variation, or another pragmatic solution.
- The PDM is responsible for managing any contractors or volunteers employed or engaged by them in the course of delivering the project.
- The appointment of contractors or volunteers to help with delivery does not derogate from the PDM's responsibility to deliver the project.

Powers of oversight:

- The PDM is required to inform the Verifier and Spacehive - if requested - of all aspects of the progress of the project, to share documents, or to provide explanations in relation to their obligation to deliver the project in line with the project plan and therefore meet the expectations of backers.
- The PDM is obliged to grant, if requested, Spacehive or the Project Verifier reasonable access to its employees, agents, premises, facilities and records, for the purpose of monitoring and evaluating the PDM's fulfilment of its obligations.

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