

DATED

24th OCTOBER

2018

COLLABORATION AGREEMENT

Between

LONDON BOROUGH OF HAVERING (1)

THAMES CHASE TRUST LIMITED (2)

Relating to

LAND OF THE FANNS LANDSCAPE PARTNERSHIP SCHEME

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THIS AGREEMENT IS MADE ON THE 24 DAY OF OCTOBER 2018

BETWEEN

- (1) **LONDON BOROUGH OF HAVERING** Main Road, Romford, RM1 3BB (“**Accountable Body**”);
- (2) **THAMES CHASE TRUST LIMITED** (Company Number 05687558) Care of Forest Centre Broadfields Farm, Pike Lane, Upminster RM14 3NS, (“**Lead Party**”)

The Lead Party and the Accountable Body together constitute the Delivery Body (“**Delivery Body**”) and reference to the Delivery Body is a reference to these parties working collaboratively in accordance with a Partnership Agreement made or to be made between the members of the Partnership on or around the date hereof.

BACKGROUND

- (A) The Funder has appointed the Accountable Body to be responsible for the administration of the Funding which is to be allocated to Delivery Partner to undertake certain projects within the scope of the Partnership Programme (“**Programme**”).
- (B) London Borough of Havering has agreed to act as Accountable Body in respect of the Funding.
- (C) The Lead Party is the lead partner of the Partnership. The Accountable Body has successfully bid for funding from The Heritage Lottery Fund (HLF) towards the Project.
- (D) The Accountable Body has put in place procedures and safeguards to ensure a separation of functions to avoid any conflict (or potential conflict) in administering its roles of member of the Partnership and Funding administrator under this agreement.
- (E) The Lead Party has submitted the LCAP which received appropriate due diligence by the Partnership with a recommendation for approval. The Partnership subsequently endorsed the payment of Funding to the project in January 2017 and has agreed to authorise the Accountable Body to pay the Lead Party in arrears to assist it in carrying out the Project as part of the Programme save for project management, tree nursery and community action costs which shall be paid in advance.
- (F) The parties have, prior to this deed and since 1st April 2017, been working towards the purposes of the Project as set out in (H) below and this agreement is intended to codify the previous oral contractual arrangement between the parties. The parties intend to honour their mutual rights and obligations prior to and in accordance with the terms of this agreement.
- (G) This agreement sets out the terms and conditions on which the Funding shall be granted to the Lead Party.

- (H) These terms and conditions are intended to ensure that the Funding is used for the creation, protection, management and sustainability of the Project for which it is awarded and in accordance with the LCAP.

AGREED TERMS

1. DEFINITIONS

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

Accountable Body	London Borough of Havering, which shall, on behalf of the Partnership, hold and distribute the Funding to the Lead Party in accordance with the terms of this agreement.
Accountable Body Representative	the person identified as such in Schedule 1 or such other person as shall be nominated by the Accountable Body as provided under clause 6.2 to liaise with the Lead Party in writing from time to time.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Capital Expenditure	shall be as defined from time to time by the Chartered Institute of Public Finance and Accountancy (CIPFA).
Commencement Date	the date of completion of this agreement subject to clause F of the Background.
Completion Date	Midnight on 31 st July 2022, subject to any extensions as shall be agreed from time to time under clause 5.3 or otherwise or the completion of the Project if earlier or the earlier termination of this agreement pursuant to clause 3.2.
Delivery Partner	the party designated to complete a particular part of the Project which may include the Lead Party or the Accountable Body
Funder	the Heritage Lottery Fund through its Grant funding.

Funding	the sums to be paid to the Lead Party in accordance with this agreement as set out in Schedule 2.
Funding Claim	the claim to be submitted separately by the Lead Party, each Quarter for the Delivery Partners eligible expenditure
Funding Period	the period for which the Funding is awarded starting on the Commencement Date and ending on the Completion Date or the earlier termination of this agreement pursuant to clause 32
Grant Distribution Methodology	as set out in Schedule 3
LCAP	Landscape Conservation Action Plan, produced by the Heritage Lottery Fund (September 2016)
Lead Party Representative	the person identified in Schedule 1 or their replacement as provided for under clause 6.2.
Monitoring Report	the report submitted by the Lead Party to the Accountable Body quarterly pursuant to clause 9.3 which includes details of its progress with the Project against the LCAP, its use and expenditure of the Funding, delivery of the Project, and any other information required by the Accountable Body, and such reports shall be in such a format as the Accountable Body may reasonably require from time to time.
Partnership	being The Lead Party (as Lead Party), London Borough of Havering (as Accountable Body), London Borough of Barking and Dagenham, Thurrock Council, Brentwood Borough Council and the Forestry Commission. Essex County Council, Thames 21 Thames Estuary Partnership
Programme	as defined in the Background.
Prohibited Act	means <ul style="list-style-type: none"> (a) offering, giving or agreeing to give to any staff member of the Funder or the Accountable Body or the

Lead Party any gift or consideration of any kind as an inducement or reward for:

- (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with the Lead Party the Accountable Body or the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Lead Party, the Accountable Body or the Funder;
- (b) entering into this agreement or any

other contract with the Lead Party, Accountable Body or the Funder where a commission has been paid or has been agreed to be paid, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Lead Party Accountable Body or the Funder;

- (c) committing any offence
- (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud, the Lead Party, Accountable Body or the Funder.

Project

the project more particularly described in the LCAP as the Land of the Fanns Landscape Partnership Scheme as may be developed and amended in writing

between the Heritage Lottery Fund and the parties from time to time.

Public Contracts Regulations the Public Contracts Regulations 2015 (SI 2015/102) together with any guidance and/or codes of practice issued by the European Union or relevant government department in relation to such regulations.

Quarter a period of 3 consecutive calendar months ending on 31st March, 30th June, 30th September and 31st December as appropriate;

Representative The Accountable Body Representative, and the Lead Party Representative as the context requires.

Required Insurances shall have the same meaning as given in Clause 20

Revenue Expenditure means any expenditure that is not Capital Expenditure.

State Aid Laws Articles 107(1) and 109 of the Treaty on the Functioning of the European Union and all applicable laws and regulations relating to state aid, including where applicable the guidance and codes of practice issued by European Union body (including but not limited to the European Commission).

Working Day Monday to Friday, excluding any public holidays in England and Wales and the days between and including December 27th and December 31st

2. ROLES AND RESPONSIBILITIES

2.1 The Accountable Body is responsible for the administration of the Funding and the Lead Party shall be the primary source of day-to-day contact for the Delivery Body in respect of the delivery of the Project.

2.2 The Accountable Body is required by the Funder to provide assurance in relation to the due process and proper administration adopted by the Lead Party and the Delivery Body in relation to the use of the Funding in accordance with funding conditions and guidance.

2.3 The parties to this agreement each undertake to work in an open and transparent manner with regard to the delivery of the Project and use of the Funds and the Lead Party and the Delivery Body shall respond in a full and timely manner to any request for documents or information required by the

Accountable Body from time to time in order to effectively discharge its obligations to the Funder and in the role generally and the Accountable Body shall respond in a full and timely manner to any request for release of funding, documents or information required by the Lead party in order for the Lead Party to discharge its obligations..

2.4 This Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with clause 3.2 until the Completion Date unless it is extended by mutual written agreement by the parties and the Heritage Lottery Fund to finalise or restore any residual or outstanding issues

2.5.1 The parties shall cooperate to deliver the Project during the term of the Agreement

2.5.2 Each party shall exercise its rights and perform its obligations pursuant to this Agreement: -

- With all due care and attention
- Using appropriately trained qualified and experienced personnel and contractors
- In accordance with all applicable laws and regulations
- With regards to the interests and objectives of each party
- In good faith

3. PURPOSE OF FUNDING & GRANT

3.1 The Lead Party shall apply the Funding only for the delivery of the Project and in accordance with the provisions of this agreement and the Partnership Agreement. The Funding shall not be applied for any other purpose without the prior written agreement of the parties

3.2 The Lead Party acknowledges that the Funding is for, and shall only be used to fund, Revenue Expenditure. In particular and without limitation, the parties agree that no element of the Funding shall be used to meet Capital Expenditure.

3.3 The Lead Party shall not make any changes to the scope and agreed outputs of the Project as detailed in the LCAP without the consent of the Delivery Body.

3.4 The Lead Party and the Accountable Body acknowledge that where they consent to a change in the scope or output of a Project the information contained within the LCAP will need to be amended to reflect the agreed changes in writing.

3.5 Where the Lead Party intends to apply to a third party for other funding for the Project, it will notify, in writing, the Accountable Body 15 (fifteen) Working Days in advance of its intention to do so and, where such funding is obtained, it will provide the Accountable Body with details of the amount and purpose of that funding. The Accountable Body agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project.

4. PAYMENT OF FUNDING

- 4.1 The Lead Party acknowledges and agrees that, regardless of any other provision of this agreement to the contrary, the Accountable Body will have no obligation to authorise or pay the Funding unless the Lead Party has fulfilled the pre-conditions set out in the LCAP.
- 4.2 All Funding shall be claimed by the Lead Party in arrears save for as set out in the Background unless by prior written agreement with the Lead Party and the Accountable Body. Where funding is paid in advance it shall be paid in accordance with the provisions of Schedule 4
- 4.3 Within twenty (20) Working Days of the end of each Quarter the Lead Party shall, independently, submit to the Accountable Body a properly completed Funding Claim in accordance with the requirements set out in Grant Distribution Methodology.
- 4.4 the Lead Party shall review all documents submitted by a Delivery Partner in accordance with clause 4.3 within 15 Working Days of receipt and, if satisfied that all information is present and correct and knowing of no other reason why payment should not be made, shall forward the documents submitted by the Delivery Party and any other relevant documents to the Accountable Body in accordance with the requirements set out in Grant Distribution Methodology.
- 4.5 Within ten (10) Working Days of receipt of the original documents and the relevant assurances from the Lead Party in accordance with clause 4.4 above, the Accountable Body shall either notify the Lead Party of further documents, information or assurance that it will require to process payment in accordance with the LCAP and this agreement, or it shall submit to the HLF the Funding Claim. Once payment from the HLF is received by the Accountable Body, the Accountable Body will instruct its bank to release payment of the Funding to the Lead Party, on the terms of this Agreement and within 5 (five) Working Days save for payments made pursuant to Schedule 4 which shall be released in accordance with the terms of that Schedule.
- 4.6 The Lead Party agrees and accepts that payments of the Funding can only be made to the extent that the Accountable Body, has funds available save in the event of a breach of the terms of this Agreement or negligence by or on behalf of the Accountable Body and following receipt of complete and accurate information and documents, and the Accountable Body shall use their best endeavours to ensure that these funds are available. The Accountable Body must ensure all Funding is applied for and passed onto the Lead Party without unreasonable delay.
- 4.7 Any overspend in the delivery of the Project will be the responsibility and for the sole account of the overspending party of the Delivery Body. Any application made for additional funds will be considered by the Accountable Body on a case-by-case basis and, without limitation, shall be subject to additional funds being available following consideration of all relevant considerations and competing interests.

- 4.8 The Lead Party shall promptly repay to the Accountable Body any money held by the Lead Party and not correctly utilised in accordance with the terms of this Agreement that is incorrectly paid to it whether as a result of an administrative error or otherwise. The foregoing includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Lead Party or Delivery Partner
- 4.9 The Project is to benefit the local communities identified in the LCAP and the Funding granted to the Accountable Body is not intended to be for the benefit of the Delivery Body or the Lead Party and nor is it intended to be for the provision of services for the benefit of the Delivery Body or the Lead Party or the Accountable Body. If all or part of the Funding is deemed to attract VAT or other tax then such instalments of the Funding already paid to the Lead Party or the Accountable Body shall be deemed to include such taxable amounts and no additional payment shall be due from the Accountable Body in respect of such instalments; and the Lead Party shall be entitled to retain any sum or sums recovered from HMRC in respect of such payment VAT to the extent that this covers losses or shortfalls suffered by the Lead Party.
- 4.10 If at any time the Lead Party has reason to believe that the costs for full delivery of the Project will be less than the amount set out in LCAP and the Lead Party will notify the Accountable Body as soon as reasonably possible. The Delivery Body will determine how any underspend will be dealt with including withholding such sums from the Funding.
- 4.11 The Lead Party shall not, without the prior written consent of the Accountable Body, transfer any part of the Funding to bank accounts which are not ordinary business accounts within the UK clearing bank system.

5. USE OF FUNDING

- 5.1 The Funding shall be applied by the Lead Party for the delivery of the Project in accordance with the agreed budget set out in LCAP.
- 5.2 The LCAP provides a summary of the total project budget along with details of individual project budgets. The Lead Party has responsibility for updating the cash flow and fundraising plan. The purpose of the LCAP shall be to enable the Accountable Body to discharge its function as Accountable Body by obtaining a complete picture of the funding streams relevant to any particular project and, where it is reasonably able to do so in light of all relevant obligations and restrictions and other considerations affecting it, the Accountable Body shall seek to consent to the flexible application of the Funding in order that the detail provided in LCAP does not unduly restrict the activities of the Lead Party beyond any applicable laws, guidance or regulations applicable to the Funding in all circumstances.
- 5.3 The Lead Party shall not spend any part of the Funding on the delivery of the Project incurred after the Funding Period unless this has been approved in writing by the Lead Party and the Accountable Body and the Funding Body.

5.4 Should any part of the Funding received by the Lead Party remain unspent at the end of the Funding Period, save for an extension on spending in 5.3 above, the Lead Party shall ensure that any unspent monies are promptly (and in any event within nine months of the end of the financial year following the end of the Funding Period) returned to the Accountable Body, and that it notifies the Accountable Body of the return.

5.5 Unless forming part of the Funding any liabilities arising at the end of the Project including those costs relating to the close-down of the project and any redundancy liabilities for staff employed by the Lead Party to deliver the Project must be managed and paid for by the Lead Party using other resources of the Lead Party. The parties agree that there will be no funding available from the Accountable Body for this purpose

6. CONTRACT MANAGEMENT

6.1 Each party shall appoint a Representative named as such in Schedule 1. The Representatives shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Project. Each Representative shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.

6.2 Each party shall inform the other parties of the identity, background, location and contact details of any replacement Representative from time to time appointed, such notice to be in writing and provided within fifteen (15) Working Days of the replacement being appointed.

7. COMPLIANCE

7.1 Each party or any individual party thereof must comply with the Public Contracts Regulations when using the Funding to select and contract with a third party.

7.2 Each party shall at all times assist the other in ensuring the Project improves the economic, social and environmental well-being of the area where the Project is to be delivered. This assistance shall include, where reasonably and economically practicable, the incorporation of any Accountable Body or the Lead Party guidance, advice or recommendations.

8. ACCOUNTS AND RECORDS

8.1 The Funding shall be shown in the Lead Party's and Accountable Bodies accounts an appropriate designated fund and shall not be included under general funds.

8.2 Each party shall keep copies of all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six (6) years following receipt of any Funding monies to which they relate.

8.3 Each party shall provide quarterly (or, if reasonably requested, such other frequency including monthly) statements to the Accountable Body of total project expenditure and financing for their aspect of the Project (as set out in Schedule 2). The statement will detail both Revenue and Capital

Expenditure for the project together with a detailed financing statement showing the application of individual funding streams for the period.

- 8.4 The Accountable Body shall have the right to review, at their reasonable request, the accounts of the Lead Party together with records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records including evidence of defrayal of expenditure as may be required from time to time.
- 8.5 If reasonably requested by the Lead Party the Accountable Body agrees to provide a copy of its annual accounts within nine (9) months (or such other period as may be reasonably required) of the end of the relevant financial year in respect of each year in which the Funding is paid.
- 8.6 Where the Lead Party has obtained funding from a third party for its delivery of part of the Project, the Lead Party shall include the amount of such funding in its statements (in a frequency as agreed under Clause 8.3) and annual accounts together with evidence of receipt and application of such funds to the Project.
- 8.7 The Lead Party shall comply and facilitate compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable.
- 8.8 The Lead Party will allow the Accountable Body access to internal and external audit statements relating to the Project and will provide signed audit statements or equivalent stating that its expenditure of the Funding is in accordance with the terms and conditions of this agreement.

9. MONITORING AND REPORTING

- 9.1 The Lead Party shall closely monitor the delivery and success (or otherwise) of the Project throughout the Funding Period and for a period of one (1) year following its completion, to ensure that the aims and objectives of the Project and the wider Programme are being met and that the terms of this agreement are being adhered to.
- 9.2 The Lead Party shall monitor progress against the LCAP Project (whether acting on its own behalf or on behalf of the Accountable Body or Funding Body).
- 9.3 The Lead Party shall, every quarter (or in other frequency as agreed under Clause 8.3) during the term of this agreement, provide the Accountable Body with a Funding Claim and a Monitoring Report in a formal template.
- 9.4 The Lead Party shall on request provide the Accountable Body with such further information, explanations and documents as the Accountable Body may reasonably require in order for it to establish that the Funding has been used properly in accordance with this agreement.
- 9.5 The Lead Party shall permit any person authorised by the Accountable Body reasonable access, at least once every quarter, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Lead Partners fulfilment of the Project and its obligations under this agreement. Where, in their reasonable opinion, the Accountable Body

considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf upon provision of no less than four (4) weeks' notice in writing.

9.6 The Lead Party shall provide the Accountable Body with a final report and completion certificates on completion of the Funding Period, including an extension by the parties thereto, which shall confirm whether the Project has been successfully and properly completed.

9.7 The Lead Party acknowledges that the Accountable Body is under an obligation to provide regular evaluation reports to the Funder in respect of the Project and the Lead party agrees to assist the Accountable Body in so far as possible with the delivery of its evaluation reports.

10. ACKNOWLEDGMENT AND PUBLICITY

10.1 Each party shall separately acknowledge the Funding in its annual report and accounts, and such acknowledgement shall include acknowledgement of the Funder and if appropriate the Lead Party as the source of the Funding.

10.2 The Lead Party agrees to and shall use all reasonable endeavours to ensure each Delivery Partner agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Lead Party and/or the Funder which includes a statement that the Funding is provided by the Funder.

10.3 The Lead Party shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

11. INTELLECTUAL PROPERTY RIGHTS

The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by either party before the Commencement Date or developed by each party during the Funding Period, shall remain the property of that party subject to the terms of the Partnership Agreement.

12. CONFIDENTIALITY

12.1 Subject to clause 13. (Freedom of Information), each party shall during the term of this agreement and for a period of five (5) years after the expiry or termination of this agreement, keep secret and confidential all affairs, customers, clients, suppliers, technical or commercial information disclosed to it as a result of this agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this agreement or save as expressly authorised in writing by the other party.

12.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any, technical or commercial information which:

- 12.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this agreement by the receiving party;
- 12.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 12.2.3 is at any time after the date of this agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party; or
- 12.2.4 is independently developed by the receiving party; or
- 12.2.5 the receiving party is specifically required to disclose in order to fulfil an order of any court of competent jurisdiction provide that in the case of disclosure under the FOIA 2000, none of the exemptions in that act applies to the confidential Information.

13. FREEDOM OF INFORMATION

- 13.1 The parties acknowledge that they are all subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the requirements of the Environmental Information Regulations 2004 (**EIRs**). Accordingly, each party shall assist and co-operate with each other (at their own expense) to enable the parties, to comply with these information disclosure requirements.
- 13.2 The party receiving a FOIA request shall:
 - 13.2.1 send the request for information to the other parties and the Funder (if applicable or deemed necessary) as soon as practicable after receipt and in any event within three (3) Working Days of receiving a request for information.
 - 13.2.2 provide the other parties and the Funder (if applicable or deemed necessary) with a copy of all information in its possession or power in the form that the other parties require within five (5) Working Days (or such other period as the parties may agree) of them requesting that information; and
 - 13.2.3 provide all necessary assistance as reasonably requested by the other parties or the Funder to enable the appropriate party to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIRs.
- 13.3 The parties shall agree with each other and the Funder (if applicable or deemed necessary) whether the information:
 - 13.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs;

13.3.2 is to be disclosed in response to a request for information, and in no event shall a party respond directly to a request for information unless expressly authorised to do so by the Funder and the other parties;

13.4 The parties acknowledge that the Funder and the parties may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIRs to disclose confidential information:

13.4.1 without consulting with the other parties; or

13.4.2 following consultation with the other parties and having taken their views into account, provided always that where clause 13.4 applies the parties shall procure that the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other parties advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

13.5 The parties shall ensure that all information produced in the course of this agreement or relating to this agreement is retained for disclosure and shall permit each other to inspect such records as requested from time to time.

14. DATA PROTECTION

14.1 For the purposes of this clause, Data Protection Legislation means the Data Protection Act 2018, the EU Data Protection Directive 2016/679 EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

14.2 Each party shall (and shall procure that any of its staff involved in connection with the activities under this agreement) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this agreement.

15. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

15.1 The Accountable Body may decide to withhold or suspend payment of the Funding and/or (to the extent that Funding or part of it to be repaid has been used for purposes other than those permitted under this agreement) require repayment of all or part of the Funding from any party individually in breach of this agreement if one or more of the following circumstances arise and subject to the issue being incapable of remedy through the dispute procedure set out in Clause 26:

15.1.1 any party obtains duplicate funding from a third party for the Project;

- 15.1.2 any party commits or has committed a Prohibited Act;
- 15.1.3 any party ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 15.1.4 any party becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 15.1.5 any party constituting part of the Delivery Body fails to comply with any of the material terms and conditions set out in this agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure or such longer period as would reasonably be required to rectify such failure;
- 15.1.6 the Funder is disbanded and/or the Funding is cancelled or the Funder withholds or withdraws funding and is not replaced by a similar authority which continues the work of the Funder.
- 15.2 Without prejudice to the Accountable Body's other rights and remedies, the Accountable Body may at its sole discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding from the Lead Party, the Accountable Body is aware of any of the events set out in Clause 15.1 occurring;
- 15.3 Whenever under this agreement any sum of money is recoverable from or payable by the Lead Party the Accountable Body may after the dispute resolution procedure set out in Clause 26 has concluded deduct that sum from any sum then due, or which at any later time may become due to the Lead Party.

16. ANTI-DISCRIMINATION

- 16.1 The parties shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 16.2 The parties shall take all reasonable steps to secure the observance of clause 16.1 by all servants, employees or agents of the parties, suppliers and sub-contractors engaged on the Project.

17. HUMAN RIGHTS

The parties shall at all times comply with the provisions of the Human Rights Act 1998 (**HRA**) in the performance of this agreement

18. LIMITATION OF LIABILITY

- 18.1 Unless resulting from its default, omission or negligent act or those of its servants, agents, and employees the Accountable Body accepts no liability for any consequences, whether direct or indirect, that may arise from the Lead Party delivering the Project, the use of the Funding or from withdrawal of the Funding. The Delivery Body shall indemnify and hold harmless the Accountable Body its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Delivery Body in relation to the Project, the non-fulfilment of obligations of the Delivery Body under this agreement or its obligations to third parties.
- 18.2 Nothing in this agreement limits or excludes any party's liability for:
- 18.2.1 death or personal injury resulting from its negligence; or
- 18.2.2 negligence fraud or fraudulent misrepresentation.
- 18.3 The Accountable Body shall indemnify the Lead Party its employees, agents, officers, or subcontractors with respect to all claims demands actions costs expenses losses damages and all other liabilities arising from or incurred by reason of the actions of the Accountable Body in relation to the Project including but not limited to the generality failure to release Funding in accordance with the terms of this Agreement

19. WARRANTIES

- 19.1 Each party individually, warrants, undertakes and agrees with the other that:
- 19.1.1 they each have necessary resources and expertise to deliver the Project (assuming due receipt of the Funding);
- 19.1.2 they have not committed, nor shall it commit, any Prohibited Act;
- 19.1.3 they will shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the other immediately of any significant departure from such legislation, codes or recommendations;
- 19.1.4 they will comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 19.1.5 they have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 19.1.6 they have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 19.1.7 all financial and other information relating to the Project which they have disclosed to the other is to the best of its knowledge and belief, true and accurate;

- 19.1.8 they are not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Funding;
- 19.1.9 they are not aware of anything in its own affairs, which they have not disclosed to the other, of anything which might reasonably have influenced the decision of the other to proceed with this agreement;
- 19.1.10 since the date of their last accounts there has been no material change in their financial position or prospects;

20. INSURANCE

- 20.1 Each party of the Delivery Body shall affect and maintain with a reputable insurance company a policy or policies (in their own name) in respect of all risks which may be incurred by that party of the Delivery Body, arising out of delivery of the Project and performance of this agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 20.2 The Required Insurances referred to above include (but are not limited to):
- 20.2.1 public liability insurance with a limit of indemnity of not less than TEN MILLION POUNDS [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
- 20.2.2 employer's liability insurance with a limit of indemnity of not less than TEN MILLION POUNDS [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
- 20.2.3 professional indemnity insurance with a limit of indemnity of not less than ONE MILLION POUNDS (£1,000,000.00) in relation to any one claim or series of claims arising from the Project.
- 20.3 Each party of the Delivery Body shall (on request) supply to The Lead Party a copy of such insurance policies and evidence that the relevant premiums have been paid.

21. DURATION

- 21.1 Except where otherwise specified, the terms of this agreement shall apply from the Commencement Date and shall continue until the expiry of the Funding Period or such period of extension of spending as envisaged under 5.3 or earlier termination of this agreement pursuant to clause 32.
- 21.2 Any obligations under this agreement that remain unfulfilled following the expiry or termination of this agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

22. FORCE MAJEURE

No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events,

circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed

23. ASSIGNMENT

Save as expressly provided in this agreement neither party may, without the prior written consent of the other, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Funding.

24. WAIVER

No failure or delay by any party to exercise any right or remedy under this agreement shall be construed as a waiver of any other right or remedy.

25. NOTICES

All notices and other communications in relation to this agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

26. DISPUTE RESOLUTION

26.1 In the event of any complaint or dispute arising between the parties in relation to this agreement the matter should first be referred for resolution to the meeting of the parties Representatives who shall, within five (5) Working Days (or such longer period agreed between the parties) of a written request from one party to the other, meet in good faith to attempt to resolve the dispute.

26.2 Should the complaint or dispute remain unresolved after that meeting, the parties shall refer the matter to the respective Chief Executives (or other lead senior post) with an instruction to attempt to resolve the dispute by agreement within Ten (10) Working Days, or such other period as may be mutually agreed by the parties.

26.3 In the absence of agreement under clause 26.2, the parties will attempt to settle the dispute by mediation under the Centre for Effective Dispute Resolution Model Mediation Procedure (**CEDR**). Unless otherwise agreed between the parties, the mediator will be nominated by CEDR Solve. To initiate the mediation, a party must give notice in writing (**ADR Notice**) to the other parties requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will

start not later than ten (10) Working Days after the date of the ADR Notice. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

26.4 No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or another party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

27. NO PARTNERSHIP OR AGENCY

This agreement shall not create any partnership or joint venture between the Accountable Body, the Lead Party and the Delivery Body, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other parties.

28. NO JOINT AND SEVERAL LIABILITY

The parties agree and acknowledge that if, for any reason, the project is terminated without satisfying grant funding conditions, the Accountable Body may seek to recover the project funding. In this event, the Delivery Body agrees to work collaboratively and in good faith with the Accountable Body and relevant grant awarding body in accordance with their obligations under the funding agreement. No partnership exists and each party will be liable for delivering its respective responsibilities but without joint and several liabilities.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 Save those clauses of this agreement which confer a benefit on the Funder (and which shall be enforceable by it as though it were a party to this agreement), this agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

29.2 Notwithstanding clause 29.1, the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

30. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

31. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

32. TERMINATION OF AGREEMENT

32.1

Without affecting any other right or remedy available to it, either party may terminate this agreement by giving at least three months written notice to the other party in the following circumstances:

- If the other party commits a material breach of any term of this Agreement which breach is irremediable or, if such a breach is remediable, the other party fails to remedy that breach within a period of thirty days after being notified in writing to do so;
- If the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debtors; or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- If the other party commences negotiations with all or any class of its creditors with a view to re-scheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- If a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- If an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- If the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- If a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- If a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within ten Working Days; or
- If the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

33.

CONSEQUENCES OF TERMINATION

33.1

Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or which are expressly stated to, or by implication are intended to, continue beyond the date of this Agreement, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

33.2 On termination of this Agreement, unless such things are needed by it to perform its surviving obligations under this Agreement, each party shall as soon as is reasonably practicable after termination of this Agreement:

- Return or destroy (as directed in writing by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this Agreement; and
- Return all of the other party's equipment and materials, failing which the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safekeeping.

34. **PROCURATION**

The Parties to this agreement each agree that any provisions for procurement set out in the Scheme Management Structure and Method of Buying Goods and Services as set out in Schedule 5 shall apply to this agreement, save for the following:

34.1 where there is a justifiable need for an exception to the normal procurement rules, to enable delivery partners to transfer funds or contract with a single supplier, the following will be necessary:

- 34.1.1 a report detailing the reasons why only a single supplier is suitable for the project;
- 34.1.2 approval of this exception by the Strategic Board referred to in the Partnership Agreement;
- 34.1.3 approval of this exception by the Accountable Body Representative

This document has been executed as an agreement and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as an AGREEMENT

by **LONDON BOROUGH OF HAVERING**

by affixing its common seal



Authorised Signatory




Authorised Officer

in the presence of:

EXECUTED as an AGREEMENT

by **THAMES CHASE TRUST LIMITED**

by an authorised signatory



MARTIN BACKWITH
DIRECTOR / TRUSTEE

Authorised Signatory

in the presence of: -



AP SAULTER B.JUR
SOLICITOR
HOLLYBROOK LTD
19 QUEEN ELIZABETH STREET
LONDON SE1 2LP

SCHEDULE 1

REPRESENTATIVES

Accountable Body Representative

Director of Neighborhoods

Lead Party Representative

Benjamin Sanderson

SCHEDULE 2

DETAILS OF FUNDING

(As attached)

Approved costs set out in the letter dated 2nd December 2016 from Heritage Lottery Fund to the
Approved Body

7 Holbein Place
London SW1W 8NR

Telephone
020 7591 6000
Facsimile
020 7591 6001

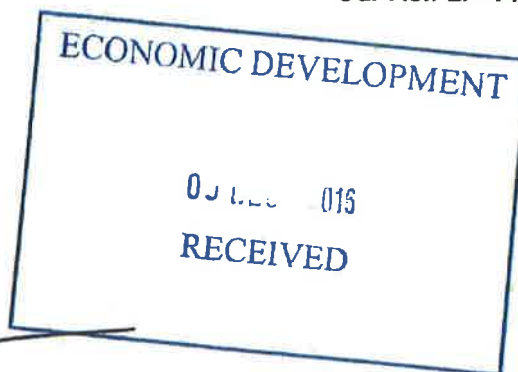
Telephone
020 7591 6255
Website
www.hlf.org.uk



02 December 2016

Our Ref: LP-14-01709

Benjamin Sanderson
Regeneration Officer
London Borough of Havering
Town Hall
Main Road
Romford
RM1 3BB



Dear Mr Sanderson

Land of the Fanns Landscape Partnership

Congratulations, your application has now been assessed and I am delighted to inform you that we have decided to award a grant of up to £1,359,700 (one million three hundred and fifty nine thousand seven hundred pounds), 56% of the total eligible project cost of £2,433,682 towards the Land of the Fanns LP scheme. More specifically, we will monitor your progress against the following:

Approved Purposes

- Programme A: Restoring and Reconnecting the Land of the Fanns
- Programme B: Understanding the Land of the Fanns
- Programme C: Attachment to the Land of the Fanns
- Programme D: Enjoying the Land of the Fanns

Part 1 of this letter sets out how we will work with you during the delivery phase of your Landscape Partnership scheme.

Part 2 deals with the legal aspects of the grant that we are offering. It refers to the standard terms of grant that you accepted when you completed the Declaration section of your online application.

Part 3 advises you on the next steps.

Part 1 – How we will work with you

Delivering your scheme

You will need to deliver your scheme in line with the proposals set out in your application. We will contact you shortly to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the enclosed *Receiving a grant* guidance.

Keeping in touch

We will be monitoring your progress against the approved purposes of our grant and any areas of risk we have identified. This will help us to understand how well the delivery phase is progressing and alert us to any issues.

We are likely to appoint an external monitor to carry out project management monitoring of your delivery phase on our behalf. We will let you know their name and responsibilities when they are appointed.

Please read the enclosed *Receiving a grant* guidance. This requires you to:

- obtain our permission to start the delivery phase;
- submit progress reports at a frequency agreed between us when we have our start up discussion;
- request your grant payments;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations and the *Receiving a grant* guidance.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be accessed and submitted via your online account (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml), in the same way that you supplied your application form. If you do not have an online account, send hard copies of your forms to your Grants Officer.

Part 2 – The legal section

Grantee name and address: London Borough of Havering
Town Hall
Main Road
Romford
RM1 3BB

Project Reference Number: LP-14-01709

Grant

The attached appendix 1 sets out the principal elements of the approved purposes to which the Heritage Lottery Fund (HLF) has agreed to contribute along with anticipated partnership funding.

Please be aware that if you spend less on the delivery of your scheme than the approved scheme budget, we will reduce the final grant payable. Any reduction will be in proportion to HLF's grant contribution.

Standard terms of grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in *Receiving a grant*.

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the project: None

Grant expiry date

You must complete the approved purposes by 31 Jul 2022.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last for 20 years from the Project Completion Date.

The following documents define the project for which the grant is offered:

1. Your application dated 7 September 2016 and all documents submitted by you in support of your application including the Landscape Conservation Action Plan.
2. All correspondence between London Borough of Havering and Heritage Lottery Fund dated between 7 September 2016 and today's date, including this letter.

Withdrawal of the grant

We may withdraw the grant if:

- You have already started work on the delivery phase before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start work on the delivery phase within 6 months of the date of this letter.

Part 3 – Next steps

The following documents accompany this letter:

- *Receiving a grant* setting out our monitoring requirements
- *How to acknowledge your grant* guidance
- Photography of HLF-funded projects: A guide for grantees – accessible via www.hlf.org.uk/photography
- How to announce your grant to the media
- Template photo call notice
- Template press release – second round pass

Permission to start

We will only give you our permission to start when certain pre-conditions, defined in the *Receiving a grant* guidance, have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your *Permission to start* form.

Please note that your *Permission to start* form will be released to your online account within 15 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Lesley McCarthy
Senior Grants Officer
Direct Line: 0207 591 6130
Email: LesleyM@hlf.org.uk

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within 10 days of the grant being awarded. Your Grants Officer can assist you with queries about publicity and the media and I have enclosed a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact your Grants Officer as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery, for example, on public consultation or fundraising information or materials. You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the enclosed *How to acknowledge your grant* guidance which explains how to do this.

Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

Legacy

When you are within one year of completing your scheme, you will need to submit a plan to HLF for approval showing us how you and your partners will manage and maintain the outcomes of the scheme beyond its completion. We refer to this as 'legacy planning'. Agree with your Grants Officer the most appropriate time to do this.

Evaluation

We expect Landscape Partnership Schemes to evaluate their projects and submit evaluation information in two parts.

1. A requirement for all LP schemes is to record your total predicted and/or achieved scheme outputs. This is collected in a standard 12-sheet Excel workbook supplied by HLF, and is submitted by the lead partner at the end of the scheme development phase and twice during delivery, as follows:
 - In mid-delivery showing achieved outputs so far. Agree with your HLF grant officer the most appropriate time to do this;
 - With your final evaluation report at the end of the HLF funding, showing the final outputs of your scheme.
2. A final evaluation report that must be sent to HLF before we pay your last 10% of grant.

We wish you every success with your scheme, and look forward to receiving regular updates.

Please contact your Grants Officer Lesley McCarthy if you have any queries arising from this letter.



Stuart Hobley
Head of HLF London

Appendix 1 – Approved scheme costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Purchase price of items or property	Project C1.2	5,000	0	5,000
Repair and conservation work	Projects A2.1, A2.2, A2.3, A2.4, A3.1, B2.1, D1.1	238,000	0	238,000
New building work	Project A3.2	150,000	0	150,000
Other capital work	Projects A2.1, A2.2, A2.3, A2.4, A3.1, A3.2, B3.2, B4.1, C1.2	352,500	0	352,500
Other costs (capital)	Projects A1.2, A2.1, A2.2, A3.2, C1.1, C2.1	66,500	300	66,800
Equipment and materials (capital)	Project A1.2	15,000	3,000	18,000
Professional fees relating to any of the above (capital)	Projects A1.2, A2.2, A2.4, A3.1, A3.2, B3.2, B4.1, C2.1, D1.1	40,000	1,000	41,000
Total Costs		867,000	4,300	871,300

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Programme Management (Delivery Team 3.5FTE salaries and on costs)	564,600	0	564,600
Training for staff	Programme Management (Delivery Team training budget)	7,500	0	7,500
Paid training placements	Project C3.2	120,000	0	120,000
Training for volunteers	Projects A4.1, B2.1, B5.1, C1.1, C3.1	59,500	0	59,500
Travel for staff	Project C2.1, Programme Management (Delivery Team Travel)	30,000	0	30,000
Travel and expenses for volunteers	Projects C1.2, C2.2	13,000	0	13,000
Other costs (activity)	Projects A1.1, A2.1, A2.3, A2.4, A3.1, B1.1, B2.2, B3.1, C1.1, C1.2, D2.1, D2.2	151,250	3,000	154,250
Equipment and materials (activity)	Programme Management (Delivery Team equipment)	2,000	0	2,000
Professional fees relating to any of the above (activity)	Projects A1.1, B1.1, B2.1, B2.2, C1.1, D2.2, Programme Management (legacy planning consultancy)	43,000	0	43,000

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Total Costs		990,850	3,000	993,850

Other costs

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Recruitment	Programme Management (Delivery Team recruitment)	5,000	0	5,000
Publicity and promotion	Projects C1.2, C2.2, D1.1, D2.1	19,500	0	19,500
Evaluation	Programme Management (evaluation consultancy)	15,000	0	15,000
Full Cost Recovery	Thames Chase Trust Full Cost Recovery	25,000	0	25,000
Contingency	Programme level contingency (2.2%)	53,295	0	53,295
Inflation	Programme Management (Delivery Team wage inflation)	10,000	0	10,000
Increased management and maintenance costs (maximum five years)	Projects A1.1, A2.3, A2.4, A3.1, A3.2, B2.1, B2.2, B3.2, B4.1, C1.1, C1.2, C2.2, D1.1	114,237	0	114,237
Non cash contributions	Project C3.2	12,000	0	12,000
Volunteer time	All projects except C2.1, C2.3, C3.1, C3.2 and Programme Management	181,500	0	181,500
Other costs	Projects A1.1, C2.3, Programme Management (office costs, staff retention bonus, interim management)	133,000	0	133,000
Total Costs		568,532	0	568,532

b) Delivery Phase Income

Delivery income

Income Heading	Description	Secured	Total (£)
Local authority	Projects A2.1 (£4k unsecured), B4.1 (£10k unsecured), Programme Management (£100k unsecured)	No	114,000
Local authority	A3.1 (£23k secured), A3.2 (£10k secured), Programme Management (£72k secured)	Yes	105,245
Other public sector	A3.1 (Environment Agency £30k unsecured), C3.2 (FC £58k unsecured),	No	88,000
Other public sector	A2.1 (Forestry Commission £21k secured), Programme Management (FC £5k secured)	Yes	26,000
European Union	A1.1 (Facilitation Fund £10k unsecured)	No	10,000
Private donation - Trusts/Charities/Foundations	A2.1, A2.2, A2.3, A3.2, B4.1 (Veolia £172k)	Yes	172,000
Private donation - Trusts/Charities/Foundations	A2.4 & B4.1 (Land Trust £16k unsecured), A3.1 (Thames Water £150k unsecured)	No	166,000

Income Heading	Description	Secured	Total (£)
Own reserves	A1.2, B4.1, Programme Management (Thames Chase Trust £25k)	Yes	25,000
Other fundraising	B1.1 (Crowdfunding for book publication £2k), B2.2, D2.2 (Arts Council England £45k)	No	47,000
Increased management and maintenance Costs (maximum five years)	Projects A1.1, A2.3, A2.4, A3.1, A3.2, B2.1, B2.2, B3.2, B4.1, C1.1, C1.2, C2.2, D1.1	No	114,237
Non cash contributions	A2.1 (Countryside Stewardship £9k secured), B1.1 (Scappler & Gowan £4k secured), C3.2 (Forestry Commission £12k secured)	Yes	25,000
Volunteer time	All projects except C2.1, C2.3, C3.1, C3.2 and Programme Management. A1.1, A2.2: £10,125 unsecured; All others secured (£171,375)	Yes	181,500
HLF Grant			1,359,700
Total Income			2,433,682



Landscape Partnerships

Grants from £100,000 to £3,000,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') intend to carry out those purposes as set out in your Application, but taking account of

- a. any changes to the list of Landscape Partnership Programmes or other purposes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about in the grant Notification Letter; and
- b. any changes to the list of projects you sent with your Application which may be amended from time to time without written approval beforehand. Approved Purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use Your Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your Scheme to your second-round submission, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Scheme.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of the Scheme, its achievements and lessons learned.

First-Round Pass Letter - our letter confirming that you can proceed to the second-round. This will identify any Development Work you need to do before you send in a second-round submission

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after your second-round submission.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor the Scheme and agree any changes to the Grant.

Scheme – the landscape partnership scheme referred to in your Application that consists of, or includes, the Approved Purposes.

Scheme Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Third Party – anybody (other than you) who owns or controls property listed in the Application

Third-Party Contract – a contract that you enter into with a Third Party in line with paragraph 27 (c) of this Contract.

Third-Party Property – any property identified in the Application that belongs to or is controlled by a Third Party.

Your Property – any property that you buy, create, receive or restore that is funded by the Grant including Digital properties, intellectual property rights (if any) and any documents that you produce or order as part of the Approved Purposes.

Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use Your Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Scheme development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:
 - a. when they refer to "Approved Purposes" this means your Development Work.
 - b. when they refer to "Approved Usage" this means you using the product of the Development work to further the Scheme.
 - c. when they refer to a "Grant Expiry Date" this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
 - d. when they refer to "Grant" this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
 - e. when paragraphs 5 and 43 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. paragraphs 9a, 9c, 16, 17 and 18 will not apply.

Monitoring the Scheme

8. You must give us any financial or other information and records we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.
9. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect Your Property, Third Party Property and any work to Your Property or Third Party Property;
 - b. monitor the conduct and progress of the Approved Purposes; and
 - c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Scheme at times agreed with us.

10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of your anti-fraud measures.
11. We will monitor the progress of the Scheme and will carry out checks at and after completion of the Scheme to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.
12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using Your Property for the Approved Usage. On completing the Scheme, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

13. Before you or a Third Party start any phase of the work needed to achieve the Approved Purposes, you or a Third Party must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you or a Third Party to finish that phase of the work. Works contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you or a Third Party want any contracts to be on different terms, you must get our approval beforehand.
14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Your Property

15. If you use any of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, you must continue to own it and keep exclusive control over what happens to it. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.
 - a. that you pay us a share of the net proceeds of selling or letting Your Property within one month of parting with the assets or other goods;
 - b. that you sell or let Your Property at its full market value;
 - c. any other conditions we think fit.
16. You must maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you must maintain it in good repair and condition after the work has been done. You must maintain, manage or conserve Your Property in accordance with the version of the landscape conservation action plan that we have approved.
17. You must insure or procure the insurance of any works undertaken as part of the Scheme on Your Property under a contractors' all risks insurance policy
18. You must keep any objects or fixtures (if any) that form part of Your Property in a physically secure and appropriate environment.

19. You must tell us, in writing, within five working days about any significant damage to Your Property.

20. You must arrange for the general public to have appropriate access to Your Property. You must make sure that no person is unreasonably denied access to Your Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.

22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

23. You must also provide us with digital images in electronic format of your Scheme – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:

- a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
- b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Scheme Completion Date;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
 - c. the total amount of the Grant you have received is not more than the total of the annual cash flow projection (as set out in the Application) up to the date on which you ask for an instalment of the Grant.
26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

Third Party Contracts

27. If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third-Party Property', we will only pay you that part of the Grant on the conditions set out in *Receiving a grant* guidance and if:
- a. you have sent us any details of the Third Party and of the Third-Party Property that we need to see and approve in line with *Receiving a grant*;
 - b. no work or alterations have been carried out to the Third-Party Property' since you included it in the Application, which you believe make it less valuable as a heritage asset; and
 - c. the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than these terms of grant.
28. If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with *Receiving a grant*. You must pay us this money immediately.
29. If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third -Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.
30. You must not use any part of the Grant towards work on Your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.
31. Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:
- a. insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

- b. maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;
 - c. keeps to any other conditions we say must be followed before the Third-Party Property is sold; and
 - d. repays you in line with the conditions of *Receiving a grant* for repaying the Grant.
32. You must take all reasonable steps to monitor and, unless we agree otherwise:
- a. enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in paragraph 31 a), b) and c) above;
 - b. recover any amounts owed to you in connection with paragraph 31 d); and
 - c. pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 28 of these terms of grant.
33. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application; or
 - g. you fail to keep to any of these terms of grant.
34. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
35. If you sell or otherwise part with all or part of Your Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 33.

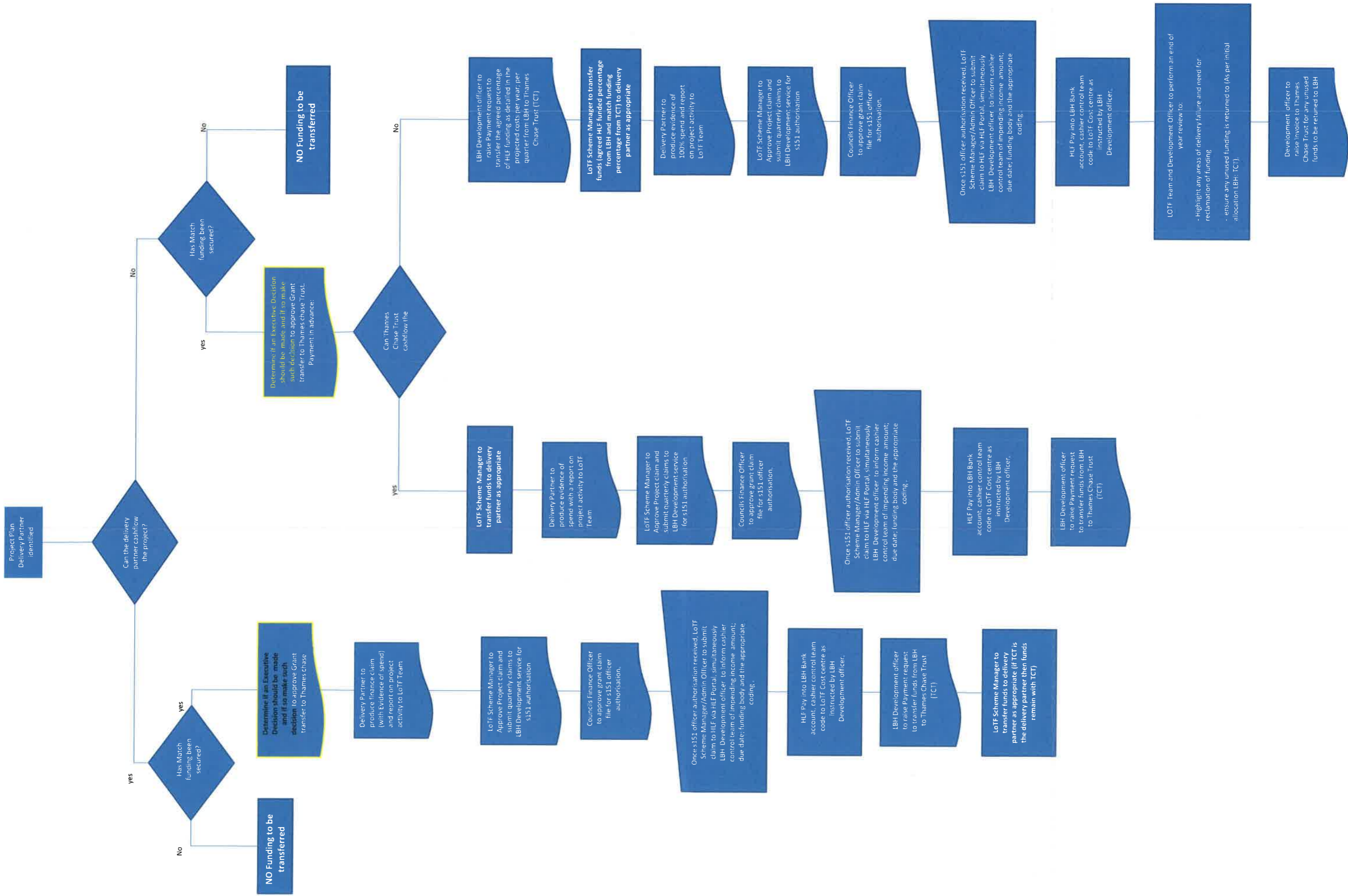
General terms

36. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
37. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.

38. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
39. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
40. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
41. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.
42. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
43. These terms of grant will last for the period set out in the Grant Notification Letter.
44. These terms of grant cannot be enforced by anybody other than you or us.
45. We may stop funding in line with these terms of grant if, within two years of the date of the Grant Notification Letter, you have not spent at least 20% of the Grant.
46. If we stop funding in line with paragraph 45, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to The Property.
47. If we stop funding under paragraph 45, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

SCHEDULE 3
GRANT DISTRIBUTION METHODOLOGY
(As attached)

Land of the Fanns (LoTF) Grant distribution methodology



Project Plan Delivery Partner identified

Can the delivery partner cashflow the project?

No

Has Match funding been secured?

No

NO Funding to be transferred

Yes

Determine if an Executive Decision should be made, and if so make such decision to approve Grant transfer to Thames Chase Trust. Payment in advance:

Can Thames Chase Trust cashflow the?

No

LBH Development officer to raise Payment request to transfer the agreed percentage of HLF funding as detailed in the projected costs per year, per quarter from LBH to Thames Chase Trust (TCT)

LoTF Scheme Manager to transfer funds (agreed HLF funded percentage from LBH and match funding percentage from TCT) to delivery partner as appropriate

Delivery Partner to produce evidence of 100% spend and report on project activity to LoTF Team

LoTF Scheme Manager to Approve Project claim and submit quarterly claims to LBH Development service for s151 authorisation

Councils Finance Officer to approve grant claim file for s151 officer authorisation.

Once s151 officer authorisation received, LoTF Scheme Manager/Admin Officer to submit claim to HLF via HLF Portal, Simultaneously LBH Development officer to inform cashier control team of impending income amount; due date; funding body and the appropriate coding.

HLF Pay into LBH Bank account, cashier control team instructed by LBH Development officer.

LBH Development officer to raise Payment request to transfer funds from LBH to Thames Chase Trust (TCT)

Development officer to raise invoice to Thames Chase Trust for any unused funds to be returned to LBH

Yes

LoTF Scheme Manager to transfer funds to delivery partner as appropriate

Delivery Partner to produce evidence of spend with a report on project activity to LoTF Team

LoTF Scheme Manager to Approve Project claim and submit quarterly claims to LBH Development service for s151 authorisation

Councils Finance Officer to approve grant claim file for s151 officer authorisation.

Once s151 officer authorisation received, LoTF Scheme Manager/Admin Officer to submit claim to HLF via HLF Portal, Simultaneously LBH Development officer to inform cashier control team of impending income amount; due date; funding body and the appropriate coding.

HLF Pay into LBH Bank account, cashier control team instructed by LBH Development officer.

LBH Development officer to raise Payment request to transfer funds from LBH to Thames Chase Trust (TCT)

LoTF Scheme Manager to transfer funds to delivery partner as appropriate, if TCT is the delivery partner then funds remain with TCT

Yes

Has Match funding been secured?

No

NO Funding to be transferred

Determine if an Executive Decision should be made and if so make such decision to approve Grant transfer to Thames Chase Trust

Delivery Partner to produce finance claim (with Evidence of spend) and report on project activity to LoTF Team

LoTF Scheme Manager to Approve Project claim and submit quarterly claims to LBH Development service for s151 authorisation

Councils Finance Officer to approve grant claim file for s151 officer authorisation.

Once s151 officer authorisation received, LoTF Scheme Manager/Admin Officer to submit claim to HLF via HLF Portal, Simultaneously LBH Development officer to inform cashier control team of impending income amount; due date; funding body and the appropriate coding.

HLF Pay into LBH Bank account, cashier control team instructed by LBH Development officer.

LBH Development officer to raise Payment request to transfer funds from LBH to Thames Chase Trust (TCT)

LoTF Scheme Manager to transfer funds to delivery partner as appropriate, if TCT is the delivery partner then funds remain with TCT

LoTF Team and Development Officer to perform an end of year review to:
 - Highlight any areas of delivery failure and need for reclamation of funding
 - ensure any unused funding is returned to (As per initial allocation LBH: TCT)

SCHEDULE 4

ADVANCE FUNDING PAYMENTS

In October 2017 LBH Cabinet approved forward funding 56% of total costs estimated to be £0.800m for 3 projects to be completed within the Land of the Fanns scheme.

Overheads

Community Action Fund

Community Tree Nursery

Total amount agreed through Cabinet £0.448m over 5 years.

As of August 2018, the spend profiles have been updated, these now show the forward funding requirement of 56% of total estimated costs of £0.539m for 3 projects to be completed within the Land of the Fanns scheme.

Overheads

Community Action Fund

Community Tree Nursery

Total forward funding now £0.302m over 3.5years.

Amounts shown under '56% of total anticipated spend to be transferred from LBH to TCT in advance' should transferred from LBH using Payment Request Forms to TCT by the dates shown under 'Funding to be transferred from LBH to TCT on or by'

These amounts will be claimed from the HLF and retained by LBH no later than 11 weeks / 50working days post spend quarter closure.

SCHEDULE 5

SCHEME MANAGEMENT STRUCTURE AND METHOD OF BUYING GOODS AND SERVICES

(As attached)

HLF Landscape Partnership 'Land of the Fanns'

Scheme Management Structure

&

Method of buying goods, work and services



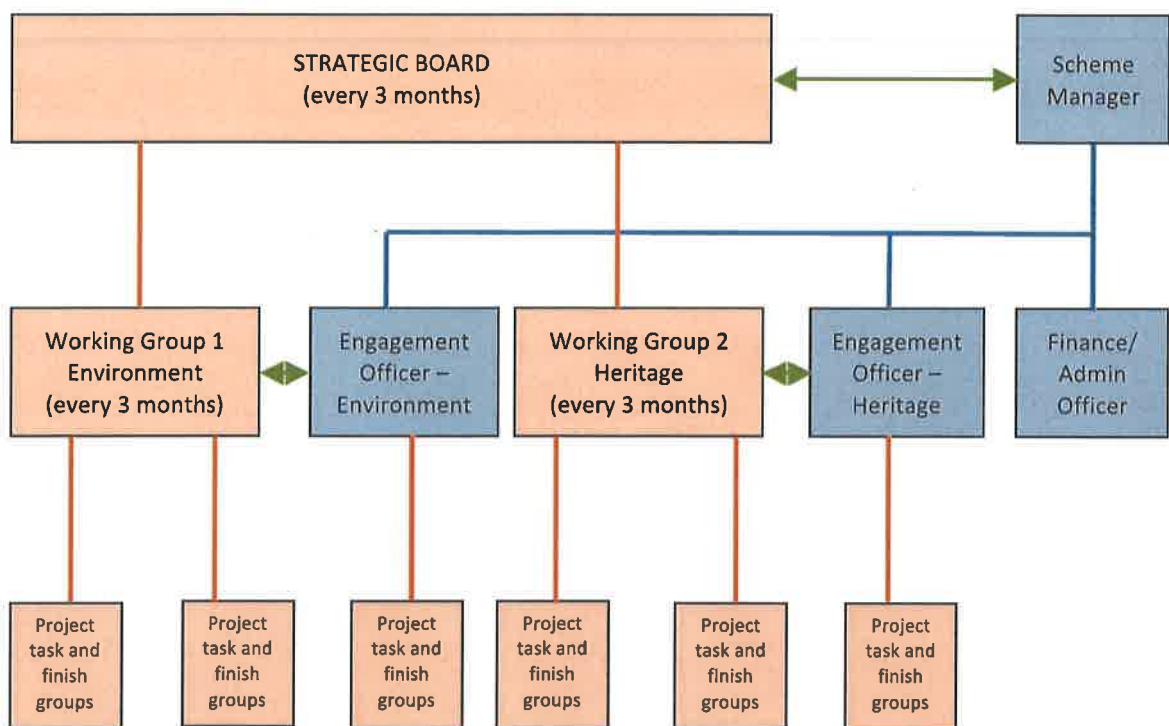
1. Scheme Management Structure

The structure of the Delivery Team has changed significantly since the Stage 1 proposals. These proposed a team of 2.5 Full Time Employees (FTE): 1 FTE Scheme Manager, 1 FTE Community Engagement Officer and a 0.6 FTE Tree Nursery Supervisor. However, these proposals have been significantly revised to reflect the Stage 2 programme and the staff resources needed to deliver it. The revised team includes:

- 1 x FTE Scheme Manager
- 1 x FTE Engagement Officer – Environment
- 1 x FTE Engagement Officer –Heritage
- 1 x 0.5 FTE Finance and Administration Officer

This revised structure reflects the broad engagement required with partners and community across both environmental and cultural heritage elements of the Scheme. At the same time, professional expertise is needed to effectively champion and support the projects relating to these two areas. Consequently, two outward facing engagement roles, each with a distinct specialism represent the core of the Delivery Team and the main change from Stage 1.

The Delivery Team is also aligned with the governance arrangements for the Scheme (see Partnership Agreement for terms of reference), ensuring that each member of the team has a sense of ownership over part of the partnership structure. The Scheme Manager will administer the Strategic Board as per the development phase. The two Engagement Officers will each administer a working group relating to their particular field of expertise. The Finance and Administration Officer will provide additional support as it is needed.



Summary of governance arrangements

Scheme Manager

The Scheme Manager will oversee the day-to-day management and work of the Landscape Partnership and staff. A senior position, the Scheme Manager will lead on partnership engagement, fundraising and the strategic projects within the Scheme (e.g. A1.1 Landscape Management Plan). They will also lead on ensuring that projects are being delivered in line with the vision and objectives, to budget and to a high standard. This includes being responsible for reporting to HLF on Scheme progress. They will report to the chair of the Thames Chase Trust.

Engagement Officer – Environment

The Engagement Officer – Environment will take a central role in working with partners, community groups and volunteers and coordinating the environmentally focussed projects. This includes championing the environmentally focussed Programme A: 'Restoring and Reconnecting the Land of the Fanns'. In conjunction with the Engagement Officer –Heritage, they will support the delivery of Programme C 'Attachment to the Land of the Fanns' and Programme D 'Enjoying the Land of the Fanns'.

Engagement Officer – Heritage

The Engagement Officer – Cultural Heritage will work in tandem with the Engagement Officer – Environment working with partners, community groups and volunteers in coordinating the built and cultural heritage related projects. This includes championing the built and cultural heritage focussed Programme B: 'Understanding the Land of the Fanns'. In conjunction with the Engagement Officer – Environment, they will support the delivery of Programme C 'Attachment to the Land of the Fanns' and Programme D 'Enjoying the Land of the Fanns'.

Finance and Administration Officer

The Finance and Administration Officer is a crucial role in ensuring that the financial reporting and monitoring of the Scheme is run smoothly. They will also support the wider team as needed, in particular with Programme C: 'Attachment to the Land of the Fanns' and Programme D 'Enjoying the Land of the Fanns' which includes marketing and co-ordination activity requiring consistent, methodical support.

Other overheads

Underpinning the Delivery Team are other essential costs including travel, recruitment, training, office housing costs and retention payments for Year 5 of the Scheme.

2. Method of buying goods, works and services

The Heritage Lottery Fund (HLF) has two general principles regarding procurement:

- If goods, work or services costing £10,000 or more, grantees must get at least three competitive tenders or quotes and show that you have selected the one which provides best value for money; and
- Grantees must provide proof of competitive tendering procedures where the value of goods, works and services is worth more than £50,000. HLF can also ask for proof of competitive tendering where the value is between £10,000 and £50,000.

For the purposes of this partnership, the Havering procurement guidelines will be adopted by all parties to ensure a consistent approach. However for procurement between £10,000 and £24,999, the Heritage Lottery Fund principles are more stringent (requiring three quotes instead of the Havering two). As such, **Heritage Lottery Fund guidelines will be applied for work valued between £10,000 and £24,999.**

The Havering procurement guidelines are summarised below:

SCHEDULES

Schedule A - Procurement *under £ 25,000*

1. Advertising – none required
2. Quotes & Procurement award

<u>Value</u>	<u>Number of quotes</u>	<u>Procurement awarded by</u>
Less than £5000	One quote	Council staff member authorised by Cost Centre Manager
£5000 to £24,999	Two quotes	Council staff member authorised by Cost Centre Manager

3. Award criteria – normally solely price once quality threshold achieved
4. Purchase order to be placed via the i-procurement system
5. Retain documents – all documentation to be retained for 3 years or the life of the contract whichever is the longer
6. Also check compliance with Rules 19, 20 & 23

Schedule B - Procurement between £ 25,000 and £ 99,999

1. Advertising – none required
2. Quotes & Procurement award – 3 written quotes sought, procurement awarded by 3rd or 4th tier manager or staff member authorised by Head of Service (see Appendix A for the 7 i-procurement levels)
3. Award criteria – compliance with specification and price
4. Purchase order to be placed via the i-procurement system.
5. Invoice must be via i-supplier
6. Retain documents – all documentation to be retained for 3 years after the end of the contract
7. Also check compliance with Rules 19, 20 & 23

Schedule C - Contracts between £ 100,000 and £174,000

1. Advertising – none required. Selection from existing approved list/existing contractors/Constructionline/
2. Process & contract award – Mini tender – one stage
 - (a) competitive tender against written specification of requirements
 - (b) minimum of three written tenders sought
 - (c) contract awarded by 3rd or 4th tier manager or staff member authorised by Head of Service and financial representative of Group Director, Finance & Commerce
3. Award criteria – compliance with the specification and price
4. Documentation - all such contracts (except construction works contracts and those covered by specific exceptions) shall have a written specification of the Council's requirements and the standard terms and conditions listed below:
 - (a) For supplies: the Council's Standard Terms AND CONDITIONS of Purchase for Goods
 - (b) For services: the Council's Standard Terms and Conditions for Services
 - (c) Purchase order to be placed via the i-procurement system
 - (d) Invoice must be via i-supplier

Contract to be signed by the duly authorised Head of Service or Member of CMT as appropriate or staff member authorised by the Head of Service

5. Retain documents – all documentation to be retained for 6 years after the end of the contract
6. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23

Schedule D - Contract between £174,000 and £5,000,000 which is not subject to European procurement legislation advertising requirements (i.e. Part B services, or works less than £4,340,000)

1. Pre tender Report – report to the appropriate Head of Service for up to £500,000 anything over this amount to be reported to CMT for approval unless an exception applies – see Rule 26
2. Advertising – it shall be advertised in either the local press, specialist trade press, or national press as appropriate to the contract. A minimum of 10 working days shall be allowed for interested providers to express interest in tendering for the contract
3. Process – Full tender – 2 stages
 - (a) Selection of potential tenderers from those who express interest as a result of the initial advert
 - (b) competitive tender against written specification of requirements
 - (c) a minimum of 10 working days shall be allowed for tenders
 - (d) minimum of three written tenders sought
 - (e) contract assessed by a project team reporting to Head of Service and including appropriate specialists e.g. legal, finance, procurement, health and safety
5. Pre – award Report – there must be a report to an individual Member of CMT for approval and award after the final evaluation of tenders by the evaluation team unless an exception applies – see Rule 26
6. Contract award - contract awarded by Member of CMT
7. Award criteria – compliance with the evaluation criteria (primarily specification & price) agreed prior to the dispatch of tender documentation
8. Documentation - all such contracts (except construction works contracts and those covered by specific exceptions) shall have a written specification of the Council's requirements and the standard terms and conditions listed below:

6. Award criteria – compliance with the evaluation criteria (primarily specification & price) agreed prior to the dispatch of tender documentation
7. Documentation - all such contracts (except construction works contracts and those covered by specific exceptions) shall have a written specification of the Council's requirements and the standard terms and conditions listed below:
 - (a) For supplies: the Council's Standard Terms and Conditions for Supplies
 - (b) For services: the Council's Standard Terms and Conditions for Services
 - (c) Purchase order to be placed via the i-procurement system
 - (d) Invoice must be via i-supplier

Contract to be executed under seal in accordance with Article 10.04 of this constitution. The Legal Document Execution Form must be duly completed.

8. Retain documents – all documentation to be retained in accordance with Rule 17
9. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23

Schedule F - Contract between £5,000,000 and £10,000,000 which is not subject to European procurement legislation advertising requirements (i.e. Part B services)

1. Pre tender Report – report to the appropriate individual Member of CMT for approval unless an exception applies – see Rule 26
2. Advertising – it shall be advertised in either the local press, specialist trade press, or national press as appropriate to the contract. A minimum of 10 working days shall be allowed for interested providers to express interest in tendering for the contract
3. Process – Full tender – 2 stages
 - (a) Selection of potential tenderers from those who express interest as a result of the initial advert
 - (b) competitive tender against written specification of requirements
 - (c) a minimum of 10 working days shall be allowed for tenders
 - (d) minimum of three written tenders sought
 - (e) contract assessed by a project team reporting to Head of Service and including appropriate specialists e.g. legal, finance, procurement, health and safety

4. Pre – award Report – there must be a report to an individual Cabinet Member for approval and award after the final evaluation of tenders by the evaluation team unless an exception applies – see Rule 26
5. Contract award - contract awarded by Cabinet Member approval
6. Award criteria – compliance with the evaluation criteria (primarily specification & price) agreed prior to the dispatch of tender documentation
7. Documentation - all such contracts (except construction works contracts and those covered by specific exceptions) shall have a written specification of the Council's requirements and the standard terms and conditions listed below:
 - (a) For supplies: the Council's Standard Terms and Conditions for Supplies
 - (b) For services: the Council's Standard Terms and Conditions for Services
 - (c) Purchase order to be placed via the i-procurement system
 - (d) Invoice must be via i-supplier

Contract to be executed under seal in accordance with Article 10.04 of this constitution. The Legal Document Execution Form must be duly completed.

8. Retain documents – all documentation to be retained in accordance with Rule 17
9. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23

Schedule G - Contract between £5,000,000 and £10,000,000 which is subject to European procurement legislation advertising requirements (i.e. contracts for supplies, EU Part A services and works)

1. Pre tender Report – report to the appropriate individual Member of CMT for approval unless an exception applies – see Rule 26
2. Advertising – it shall be advertised in the Official Journal of the European Community. A minimum of 37 calendar days shall be provided for expressions of interest in accordance with EU procurement legislation, except where the legislative requirements permit a shorter time scale. In addition there shall be at least 1 advertisement in either the specialist trade, local or national press, if appropriate to the contract.
3. Process – Full EU advertised competitive tender process
 - (a) competitive tender against written specification of requirements

2. Advertising – it shall be advertised in the Official Journal of the European Community. A minimum of 37 calendar days shall be provided for expressions of interest in accordance with EU procurement legislation, except where the legislative requirements permit a shorter time scale. In addition there shall be at least 1 advertisement in either the specialist trade, local or national press, if appropriate to the contract.
3. Process– Full EU advertised competitive tender process
 - (a) competitive tender against written specification of requirements
 - (b) a minimum of 40 calendar days shall be allowed for tenders
 - (c) three tenders sought
 - (d) contract assessed by a project team reporting to Head of Service and including appropriate specialists e.g. legal, finance, procurement, health and safety
4. Pre – award Report – there must be a report to Cabinet for approval pre-award after the final evaluation of tenders by the evaluation team unless an exception applies.
5. Contract award - contract awarded by the Leader or Cabinet
6. Award criteria – compliance with the evaluation criteria (primarily specification & price) agreed prior to the dispatch of tender documentation
7. Documentation - all such contracts (except construction works contracts and those covered by specific exceptions) shall have a written specification of the Council's requirements and the standard terms and conditions listed below:
 - (a) For supplies: the Council's Standard Terms and Conditions for Supplies
 - (b) For services: the Council's Standard Terms and Conditions for Services
 - (c) Purchase order to be placed via the i-procurement system
 - (d) Invoice must be via i-supplier

Contract to be executed under seal in accordance with Article 10.04 of this constitution. The Legal Document Execution Form must be duly completed.
8. Retain documents – all documentation to be retained in accordance with Rule 17
9. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23

Schedule J – Government Procurement Service Framework Contracts

1. Pre tender Report– report to the appropriate individual Member of CMT. If above the EU threshold
2. Advertising –it shall be notified to those suppliers accredited by the Government Procurement Service (GPS) as having been accepted as part of the GPS tender process A minimum of 10 working days shall be allowed for interested providers to express interest in tendering for the contract
3. Process & contract award – Full tender – two stages
 - (a) competitive tender against written specification of requirements
 - (b) a minimum of 10 working days shall be allowed for tenders
 - (c) three tenders sought
 - (d) if below £173,934 contract awarded by Head of Service on report from 3rd or 4th tier manager or staff member authorised by Head of Service and financial representative of Member of CMT Finance & Commerce
 - (e) if between £174,000 and £5,000,000 contract awarded by an individual Member of CMT, if between £5,000,000 and £10,000,000 awarded by individual Cabinet member on a report from the relevant Head of Service
 - (f) if above £10,000,000 contract awarded by the Leader or Cabinet via a Pre-award Report
4. Award criteria – compliance with the evaluation criteria (usually set out in the framework documents) agreed prior to the dispatch of tender documentation
5. Documentation - all such contracts shall have a written specification of the Council's requirements and the standard terms and conditions approved by the GPS for that particular contract
6. Contracts over £100,000 to be executed under seal in accordance with Article 10.04 of this constitution. The Legal Document Execution Form must be duly completed.
7. Retain documents – all documentation to be retained for in accordance with Rule 17
8. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23

Schedule K - Consortium Arrangements (where LBH is not a member)

1. Pre-tender Report – report to individual Member of CMT for approval to use a consortium if above the EU threshold. Report to include details of the procurement process used by the consortium and confirmation that Havering's involvement will be within the terms of the consortium and will not breach

European procurement requirements in addition to the standard requirements for such reports.

2. There should be a minimum of three suppliers to the consortium who can be invited to provide quotations for the goods or services
3. Award criteria - compliance with the evaluation criteria (primarily specification & price) either as set out in the consortium documentation or if none agreed prior to the dispatch of tender documentation
4. Pre-award Report – there must be a report to an individual Member of CMT if below £5,000,000, to an individual Cabinet Member (if £5,000,000 or more but below £10,000,000) or to the Leader or Cabinet (£10,000,000 or more) for approval after the final evaluation of tenders by the evaluation team unless an exception applies – see Rule 26.
5. Documentation - all such contracts shall have a written specification of the Council's requirements and the standard terms and conditions of the Consortium for that particular contract
6. Contracts over £100,000 to be executed under seal in accordance with Article 10.04 of this constitution. The Legal Document Execution Form must be duly completed.
7. Retain documents – all documentation to be retained for in accordance with Rule 17
8. Also check compliance with Rules 3, 5, 8, 9, 10, 14, 18, 19, 20 & 23