

**Joanne Drew**

Director of Development and Regeneration  
Civic Centre  
Silver Street  
Enfield  
EN1 3XA

**Department:** Housing and  
Land

**Our ref:** SSSB Revenue Funding  
agreement – LB Enfield

**Date:** 15 December 2020

Dear Joanne

**Small Sites Small Builders Programme: Revenue grant funding in respect of due diligence support for 3 sites (“the Project”)**

I am pleased to confirm that the **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (“the GLA”) has agreed to grant the Mayor and Burgesses of the London Borough of Enfield of Civic Centre, Silver Street, Enfield, EN1 3XA (“You/Your”) [up to sixty three thousand, seven hundred and seventy six pounds and fifty pence sterling (£63,776.50) towards the cost of the Project (the “Funding”).

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

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and must be applied in accordance with the provisions of Appendix 1. In the event that You wish to utilise the Funding in different proportions from those set out in Appendix 1 You must obtain prior written consent from the GLA.
2. Subject to Your compliance with all of the provisions of this letter, the GLA shall, within 30 days of receipt of a valid funding claim in the form set out in Appendix 3 (“Claim Form”) and accompanied by any other information the GLA may require (and to be made in accordance with the timetable set out at Appendix 1 (“Project Funding Timetable”)), pay You the relevant sum in respect of such claim provided that it shall not exceed sixty three thousand, seven hundred and seventy six pounds and fifty pence sterling (£63,776.50). Where, at any point in the opinion of the GLA, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in this letter and appendices to it, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding. The provision of the Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, however, it is held to be subject to VAT, then You agree and acknowledge that the Funding shall have included any and all applicable VAT.

3. You must ensure that the requirements set out in this letter, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:
- a) agree in writing in advance with the GLA any changes to any of the Objectives;
  - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
  - c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
  - d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;
  - e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
  - f) notify the GLA immediately upon becoming aware of any event which has resulted in or might give rise to the making of a direction by the Secretary of State under Section 15 of the Local Government Act 1999 or a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989;
  - g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter;
  - h) make all relevant documents available and provide access at any time for:
    - i) inspection visits and scrutiny of files by GLA or anyone nominated by the GLA; and
    - ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems;
  - i) provide an update to the GLA (in such form as the GLA shall reasonably require) of progress of the Objectives against the Project Funding Timetable

as soon as reasonably practicable after being requested by the GLA from time to time;

- j) Without prejudice to Clause 3(i) above, notify the GLA (in such form as the GLA shall reasonably require) of completion of the Objectives in relation to each and every Site listed in Appendix 1 to this letter (a "Site") and provide the GLA with an updated spreadsheet in the form set out in Appendix 3 together with supporting evidence of expenditure incurred in meeting the Objectives in respect of the Site of the type described in Clause 3(g) above within [ten (10)] business days of such completion; and
  - k) promptly (and in any event within 4 months of completion of the Objectives) notify the GLA if You decide not to bring forward one or more Sites together with reasons for any such decision (which must include information as to the feasibility of any development including the likelihood of obtaining planning permission and financial viability).
4. Unless otherwise expressly agreed in writing by the GLA (in the GLA's absolute discretion), if following payment by the GLA of part or all of the Funding You subsequently determine that a Site is to be taken forward for development, You shall advertise the relevant Site for disposal to the market in order to facilitate such development through the GLA's portal at <https://www.london.gov.uk/what-we-do/housing-and-land/land-and-development/small-sites> or such other website address notified by the GLA to You from time to time ("the Portal").
5. When advertising a Site as required under Clause 4 above, You shall:
- a) Prepare and make available through the Portal the Site information and particulars (in a similar level of detail to that provided for other sites on the Portal), a Site plan, technical information including a planning statement of the development potential and relevant Site surveys, legal information, including a report on title and any leases and proposed contractual documents.
  - b) Provide the GLA with the documents listed in 5.a) in a ready to publish form, a minimum of two weeks prior to the site being advertised.
  - c) Deal with any enquiries and clarifications from interested parties; and
  - d) Arrange Site visits and open days where appropriate (in Your opinion, acting reasonably).
6. If a Site is brought forward for development (whether via the GLA portal pursuant to Clause 4 or otherwise), You shall deliver to the GLA a quarterly report (by 31 March, 30 June, 30 September and 31 December each year until practical completion of the development) to [smallsites@london.gov.uk](mailto:smallsites@london.gov.uk) setting

out the following together with such other information within Your possession and control as the GLA may reasonably require from time to time:

- a) Date of Site being taken to market;
  - b) Date of planning application being submitted in respect of the Site (total number of units applied for broken down by unit size, mix and tenure and total non-residential floorspace (sqm));
  - c) Date and result of planning decision in respect of the Site (total number of units applied for broken down by unit size, mix and tenure and total non-residential floorspace (sqm));
  - d) Date development of the Site commenced; and
  - e) Date development of the Site completed.
7. You must ensure that, where appropriate, publicity is given to the fact that the GLA, London Enterprise Action Partnership (LEAP) and HM Government is financially supporting You in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the LEAP, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.
  8. You must ensure that the GLA's, LEAP's and HM Government's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You must also ensure that You use such other logos specified by the GLA in marketing the Project.
  9. In acknowledging the GLA's grant of the Funding, You must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA and/or the LEAP's logos and/or any logos of any third party partner or sponsor of the GLA and/or the LEAP and ensure that any use of the GLA and/or the LEAP logo or any third party partner or sponsor of the GLA and/or the LEAP is approved by the GLA in writing in advance of its use.
  10. You must not do anything that may (in the opinion of the GLA) place the GLA and/or the LEAP, its third party partners and/or sponsors in disrepute or harm the GLA's and/or the LEAP's reputation and/or that of third party partner or sponsor of the GLA and/or the LEAP.
  11. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and

expenses are due to Your negligence or default in carrying out the obligations as set out in this letter and appendices to it.

12. The GLA may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.
  13. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with Your obligations set out in this letter and appendices to it.
  14. You must ensure that Your organisation and anyone acting on Your behalf:
    - a) complies with all laws for the time being in force in England and Wales; and
    - b) without prejudice and in addition to Clause 14(a):
      - i. comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
      - ii. acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
        1. eliminate unlawful discrimination and harassment;
        2. advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low; and
        3. foster good relations between people who share a protected characteristic and those that do not,
  - c) assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under Clause 14(b)(ii).
15. For the avoidance of doubt both the GLA and You acknowledge and agree that the GLA shall not be liable to pay to You and shall be entitled to reduce,

suspend, withhold and/or require repayment of any part of the Funding which is in excess of Your Project costs and that, unless agreed in writing by the GLA and You, the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this letter of agreement.

16. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:
  - a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;
  - b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;
  - c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;
  - d) You fail to comply with any of the terms and conditions set out in this letter of agreement;
  - e) A direction by the Secretary of State under Section 15 of the Local Government Act 1999 or a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989 is made;
  - f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;
  - g) any of the events referred to in Clauses 3(d), (e) or (f) occur;
  - h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied;
  - i) You have not complied with Clause 3(j) or the evidence provided under Clause 3(j) indicates, in the GLA's opinion acting reasonably, that part or all of the Funding is in excess of Your Project costs;

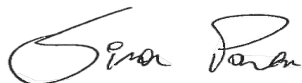
- j) You provide a notification in accordance with Clause 3(k) notwithstanding that the due diligence carried out under the Project indicates that development of the relevant Site(s) is feasible in terms of likelihood of obtaining planning permission and financial viability; and/or
- k) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA and/or the LEAP or bring the GLA and/or the LEAP into disrepute.
17. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in Clause 16 above arise.
18. If the GLA becomes entitled to exercise its rights under Clause 16 it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under Clause 16, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
19. For the purposes of Clauses 20 and 21:
- a) **"Agreement Information"** means (i) this letter of agreement in its entirety (including from time to time agreed changes to the letter of agreement) and (ii) data extracted from the claims made under this letter of agreement which shall consist of Your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;
  - b) **"State Aid"** means (as the case may be): (i) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or (ii) any aid, benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any United Kingdom Competition Requirements;
  - c) **"Transparency Commitment"** means the GLA's commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code;

- d) **“United Kingdom Competition Requirement”** means any legislation which: (i) is in force and/or in effect and/or applies (in England) on or after the date the United Kingdom ceases to be a Member State of the European Union; and (ii) which regulates any aid funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries; and
  - e) **“Unlawful State Aid”** means (as the case may be): (i) State Aid which has been granted in contravention of Article 108(3) Treaty of the Functioning of the European Union (“TFEU”), does not benefit from an exemption from notification and has not been approved by a decision of the European Commission under Article 107(2) or (3) TFEU; or (ii) State Aid which has been granted after the United Kingdom ceases to be a Member State of the European Union to the extent that the same is granted contrary to or is an infringement of any United Kingdom Competition Requirement.
20. You agree that You shall use the Funding in a manner which is compliant with State Aid requirements. If the Funding is found to constitute Unlawful State Aid and/or is not capable of being restructured so as to be compliant then You must repay any sum of Unlawful State Aid plus such interest as is prescribed by State Aid law within fifteen (15) business days of the GLA issuing You with a written demand for payment.
21. You acknowledge and agree that the GLA:
- a) is subject to the Transparency Commitment and hereby give Your consent for the GLA to publish the Agreement Information to the general public; and
  - b) may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with You regarding any redactions to the Agreement Information to be published pursuant to this Clause 21. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.
22. This letter may be executed by the GLA and/or You by the electronic application of the relevant party’s authorised signatory’s signature and provision of an electronic copy of the same.



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

Yours sincerely

A handwritten signature in black ink, appearing to read 'Simon Powell', written in a cursive style.

**Simon Powell**  
Assistant Director  
Housing & Land

For and on behalf of the Greater London Authority

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

Signature:

Print Name:

Position:

Date:

## APPENDIX 1

### The Project

#### Background Information

The GLA's Small Sites Small Builders Programme aims to provide public landowners with an alternative mechanism to bring small sites forward for development and provides funding for site identification, due diligence and capital funding to unlock otherwise unviable sites. The Funding granted by the GLA pursuant to this letter of agreement is to carry out (or procure the carrying out of) the due diligence described in this Appendix.

#### Project Objectives

<b>Project description</b>
<p>LB Enfield has identified three of smaller sites which are capable of small-scale development. The Borough is looking to bring the sites forward to release them for sale on the Small Sites x Small Builders portal to be disposed of for 100% affordable housing, with a focus on MMC. Due Diligence surveys need to be carried out in order to release the 3 sites.</p> <p>The sites are as follows: Garage site on Ivy Road, N14 4LP Garage site on Chiltern Dene, EN2 7HH Garage site on Kennedy Avenue, Ponders End, EN3 4PB</p>
<b>Achievements [As Expected]</b>
<p><b>Part A</b> <b>Achievements linked to Project Funding Timetable (milestones)</b></p> <p>The surveys to be carried out (where applicable to each site) are: topographical, underground services, geotechnical, contamination, unexploded ordnance, desk-top flood risk, desk-top archaeological, vibration and acoustic, access/highways, structural, asbestos, arboricultural, ecology, rights to light, daylight and sunlight, planning assessment, Red Book evaluation, party wall surveys. Not all surveys are required for each site.</p> <p><b>Part B</b> <b>Achievements linked to Evaluation (outputs)</b></p> <p>Completion of all applicable surveys and reports for each of the three identified sites with a time frame of releasing sites to the GLA Small Sites x Small Builders portal.</p>

### **Project Funding Timetable**

<b>Stage</b>	<b>Target Date</b>
ITT issued for the due diligence work comprising the Objectives	[04.11.20]
Appointment of consultant(s) to carry out the due diligence work	[21.12.20]
Drawdown of Funding (up to £63,776.50 but not exceeding the expected cost of the due diligence work as evidenced in any Claim Form)	[22.12.20]
Completion of all due diligence work	[14.03.21]
Sites to be uploaded to the portal	[04.06.21]