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17 NOV 2008

Funding for Local Authorities PARTNERSHIP SCHEMES IN CONSERVATION AREAS

AGREEMENT FOR MYDDLETON ROAD, BOWES PARK CONSERVATION AREA

This Agreement is made on the [12] day of [03] 2008¹
BETWEEN

1. The Historic Buildings and Monuments Commission for England ("English Heritage") of 1 Waterhouse Square, 138-142 Holborn, London EC1N 2ST and Haringey Council, Economic Regeneration, Urban Environment Directorate, Lee Valley Technopark, Unit 212, Ashley Road, Tottenham, London N17 9LN ("the Council") under Sections 57, 77, 79 and 80 of the Planning (Listed Buildings and Conservation Areas) Act 1990 ("the 1990 Act") and Section 33 of The National Heritage Act 1983 ("the 1983 Act").
2. English Heritage and the Council agree, pursuant to section 79 of the 1990 Act, to make funds available for grant-aiding works of repair ("Repair Scheme") within the Myddleton Road, Bowes Park conservation area, in accordance with the programme and strategy of works [dated September 2007] and submitted to English Heritage by the Council ("Delivery Plan").
3. Where the Delivery Plan specifies non-repair works which in the opinion of English Heritage will make a significant contribution towards the preservation or enhancement of the character or appearance of the Myddleton Road, Bowes Park conservation area ("Enhancement Works"), English Heritage agrees to make funding available as separate grants under its powers under Section 77 of the 1990 Act.
4. The Repair Scheme and the Enhancement Works are jointly referred to as "the Scheme".
5. The Council will observe and perform the special conditions (if any) set out in Annexe A to this agreement.

ALLOCATION OF FUNDS

6. English Heritage agrees to set aside the sum of £30,000 and the Council agrees to set aside the sum of £30,000 for the first financial year of the agreement (1 April 2009 to 31 March 2010). Thereafter, the sums allocated will be reviewed on an annual basis for the subsequent two financial years.
7. The amounts specified above and the amounts committed for subsequent years may be varied only by written agreement between the parties to this Agreement.

8. For the avoidance of doubt, the agreement will last for a period of five years from 1 April 2009 to 31 March 2014. Subject to the terms of this Agreement, the Council may only make offers of grant for the first three years of the Scheme, up to and including 31 March 2012, and must submit to English Heritage all returns of grants paid, by 31 March 2014.

THE SCHEME

Programme of Work

9. The Scheme shall operate in accordance with the programme of work included in the Delivery Plan. Only properties identified in the list and map contained in the Plan will be eligible for grant. English Heritage must approve any revisions to the agreed Delivery Plan, or to the individual projects or works, in writing, before the Council offers grant.

Publicity

10. The Council agrees to publicise the Scheme at its commencement, and inform owners of eligible properties of the availability of grant and the relevant criteria and grant conditions.
11. The Council agrees to acknowledge the provision of English Heritage funding in accordance with such guidance in this respect as may, from time to time, be issued by English Heritage or in such other manner as the parties to this agreement may, from time to time, agree.
12. English Heritage may make public the purpose and amount of funding provided in whatever way it shall think fit. This may include the applicant being requested to display a sign acknowledging the scheme's funding partners at the project site while the works are in progress.

Eligibility/Standard of Works

13. Works that may be accepted as eligible for grant are as described in sections 1.7, 3.4 and 3.5 of the Guidance Notes ("Grant-Eligible Works"). All Grant-Eligible Works must be carried out in accordance with the standards required by English Heritage as described in Annexe 4 (*A guide to Specification Requirements for Grant-Aided Works*) of the English Heritage booklet 'Managing Your Scheme' ("Managing Your Scheme"). If, in the opinion of the Council, any unusual methods of repair are proposed, or there are structural issues that require specialist advice, the relevant application can be referred to the regional English Heritage officers specified in clause 37 of this agreement for advice before a grant is offered, using the form Annexe 1 of Managing Your Scheme.

ADMINISTRATION OF THE SCHEME

14. The Council shall be responsible for the administration and management of the Scheme and, in particular, shall target funds in accordance with the priorities set out in the Delivery Plan, assess and determine applications for grant, make offers of grant, inspect works in progress and on completion, and make payments of grant. These responsibilities shall be discharged in accordance with the conditions of this Agreement and such other rules and criteria as may from time to time be agreed by English Heritage and the Council.
15. Offers of grant may be made to cover the proportion of the cost of Grant-Eligible Works of repair work as specified in the Delivery Plan, or as amended by written agreement between the parties to this Agreement. The contributions from English Heritage and from the Council (and from other sources) shall be in the proportion specified in the Delivery Plan or at any other such standard rate as may be agreed in writing by the parties hereto.
16. The Council must obtain English Heritage's written approval before making an offer for individual projects within the scheme that involve:
 - a property owned by an elected member of the Council, an employee of the Council, a family member, co-habitee or business partner of a member or employee of the Council, or body corporate with which the member or employee of the Council is associated, of which the Council is aware;
 - a contribution from English Heritage that would be more than £20,000;
 - a percentage rate of grant that is not in accordance with the agreed Delivery Plan;
 - funding stand-alone reinstatement of architectural features;
 - temporary building works;
 - any unforeseen or contentious issues.

The Council must obtain English Heritage's written approval **and the formal offer will be made by English Heritage** for:

- funding public realm works;
- using partnership scheme funds to pay for management costs;
- properties owned by the Council

after which the Council will monitor the work.

17. Referral of any cases to English Heritage for approval must be accompanied by the supporting documentation necessary for English Heritage to reach a decision (for example the detailed application, costings, specification, photographs, financial appraisals) and accompanied by a referral form as set out in Annexe 1 of Managing Your Scheme. A copy of the standard grant application form is attached at Annexe 2 of Managing Your Scheme.
18. Offers of grant made under this Agreement shall not exceed in total the agreed joint annual allocation in any one financial year and English Heritage shall not be liable to make any payments to the Council in excess of its agreed annual allocation.
19. A grant may not be offered if the work for which it is sought has commenced prior to submission of the application, or if such work commences thereafter without the Council's prior written consent.

Conditions of Grant for the Scheme

20. All grant offers shall be made in the form of the standard offer of grant using Annexe 3 of Managing Your Scheme as a template, unless otherwise agreed in writing by English Heritage and shall be made subject to any other terms or conditions which English Heritage may from time to time require. Where the repair works cost £20,000 or more in total, the Council will require the applicant to employ an appropriately qualified conservation-accredited professional adviser (although applicants can still be required to seek professional advice below this threshold where the Council considers it appropriate).
21. The Council may not vary the standard conditions contained in the grant offer without the prior approval of English Heritage.

Additional Conditions Relating to the Council's Property

22. The Council shall observe and perform in relation to any works to be carried out to the Council's property (and for the benefit of English Heritage) grant conditions no less onerous than those contained in Annexe 3 of Managing Your Scheme, as if those clauses related to works to be carried out to the Council's property and recited English Heritage in place of the Council and the Council in the place of the applicant.

Grant Offers

23. The Council shall, within one calendar month of the end of each quarter, submit to English Heritage a return of grants offered in the form set out at Annexe 6 of Managing Your Scheme. If no offers have been made, a Nil return should be submitted. Quarter periods run as follows: 1 April – 30 June; 1 July – 30 September; 1 October – 31 December and 1 January – 31 March.

Grant Payments

24. The Council will only release payment to the applicant in accordance with the percentage specified in the Delivery Plan, or at any other rate as may be agreed in writing by the parties hereto.
25. The Council will not release a payment of grant to the applicant except in arrears, in response to an application by the applicant for reimbursement for goods or services received and upon their production to the Council of either invoices for such goods or services (certified as appropriate by a suitably qualified person) or a professional supervisor's certificate indicating the cost of the goods or services received. Furthermore, the Council will only release such a payment if:
- i) the invoices or certificate are for Grant-Eligible Works;
 - ii) such works have been carried out in full and to the required standard; and
 - iii) subject to Clause 26, the aggregate amount paid to the owner is less than 90% of the grant offered.
26. The Council should withhold at least 10% of the grant offered until all the Grant-Eligible Works to the property have been completed, a copy of the final account from the applicant's contractor has been received by the Council and the applicant has provided the regeneration outputs information specified in the grant offer letter.
27. The Council shall, within one calendar month of the end of each quarter, submit to English Heritage returns of grants paid to applicants and sums expended by the Council upon the Council's own property, using the form at Annexe 7 of Managing Your Scheme, endorsed by an authorised signatory of the Council and counter-signed by an authorised finance officer of the Council. The Council must include with the return copy, copies of invoices for goods or services supplied to the Council (certified as appropriate by a suitably qualified person) in relation to works to the Council's property, or a professional supervisor's certificate indicating the cost of such goods or services required. If no payments have been made, a Nil return, which does not require the second signatory, should be submitted. Quarter periods run as follows: 1 Apr – 30 June; 1 July – 30 Sept; 1 Oct – 31 Dec and 1 Jan – 31

March.

28. The Council shall, within one calendar month of the end of each quarter, submit to English Heritage details of the economic regeneration benefits of the grant-aided projects, in the form at Annexe 8 of Managing Your Scheme. Nil returns should be submitted if no there have been no benefits in the past quarter. Quarter periods run as follows: 1 Apr – 30 June; 1 July – 30 Sept; 1 Oct – 31 Dec and 1 Jan – 31 March.
- 29 Provided the returns set out in Clauses 27 and 28 are completed, and in accordance with the terms of this Agreement, English Heritage shall pay to the Council by BACS:
- i) English Heritage's proportion of the grant paid by the Council to the applicant or as otherwise agreed pursuant to Clause 24; and
 - ii) the appropriate proportion indicated in the Delivery Plan of the cost of the part of the works to the Council's property.
- within 30 days of receipt of the return.
- 30 The Council shall keep and make available to English Heritage upon reasonable request any correspondence, specifications, plans, drawings, bills of quantities and schedule of rates relating to any grant offered under this Scheme.

ENFORCEMENT

- 31 The Council must take all reasonable steps to enforce the conditions subject to which grant is paid. This includes seeking repayment if a grant recipient disposes of the grant-aided property by way of sale, exchange or lease while the grant conditions are still in force.

REVIEW PROCESS

- 32 The Council shall undertake an annual review of the Scheme in liaison with English Heritage, to monitor progress on the Delivery Plan and consider revisions as necessary. A final, more detailed review will be carried out before the agreement is due to expire to determine whether the objectives of the Scheme have been achieved.

33. If, in the Council's reasonable opinion it believes that it will not, in aggregate, have offered the total of the agreed joint annual allocation by the end of a financial year, then English Heritage reserves the right to withdraw the uncommitted balance of its allocation before the end of that financial year. Any proportion of the English Heritage allocation un-offered by 31 March in any year will be lost. It cannot be carried forward to the next financial year.

STAFFING

The Council

34. In accordance with the Delivery Plan, the Council shall make available, and continue to make available, adequate and appropriate staff resources for the on-going promotion, management and administration of the Scheme. It is a term of this Agreement that the staff posts named below ("key post/s") will be responsible for managing the Scheme, particularly for the monitoring and approval of grant-aided work. Provided that, subject to Clause 35 hereof, where the key staff are unable to manage the scheme due to sick or maternity leave and other unavoidable matters, the provisions of this agreement shall not be affected.

Post Title/s

- * REGENERATION & CONSERVATION PROJECTS OFFICER
- * PHYSICAL REGENERATION MANAGER

35. Should there be any change in the key post/s or should they cease for any reason to discharge the functions they currently fulfil in respect of the Scheme for a period of longer than two months, the Council shall notify English Heritage within 28 days of the fact, and of what measures are to be taken to fill the key post/s. Any change to key post/s must be approved in advance in writing by English Heritage, such approval not to be unreasonably withheld or delayed.
36. Where Council management costs have been included within the Delivery Plan for funding, such costs will only be eligible for English Heritage funding if the post(s) relate solely to the Scheme and are wholly additional to the usual work of the Council (that is to say, a new post or part of a post has been created, or additional staff have been employed to cover the time spent by existing staff in managing the Scheme).

English Heritage

37. The focal point at the Regional English Heritage office, to whom all correspondence and requests for advice should be sent shall be:

For technical matters:

Richard Parish
Historic Areas Adviser, City & Nth
English Heritage
London Region
1 Waterhouse Square, 138-142 Holborn,
London EC1N 2ST

For administrative matters:

Robert Brabner
Casework Officer
English Heritage
London Region
1 Waterhouse Square, 138-142 Holborn,
London EC1N 2ST

Tel: 020 7973 3717

E-Mail: Richard.Parish@english-
heritage.org.uk

Tel: 020 7973 3727

E-Mail: Robert.Brabner@english-
heritage.org.uk

TERMINATION

38. Any party to this Agreement may terminate it at any time by giving not less than 3 months notice in writing.

39. English Heritage may without prejudice to any other right terminate this Agreement in writing with immediate effect if:

- i) the Council commits a material breach of any of its obligations under this Agreement and (where capable of remedy) fails to take all reasonable steps to remedy such default within such reasonable time as may be specified by English Heritage;
- ii) The Council fails to notify English Heritage of a change of key post/s as required under Clause 35 above.
- iii) English Heritage considers, acting reasonably, that the Council is no longer able to run the scheme effectively in accordance with the provision of this agreement.

40. Termination shall neither affect the validity of grants properly offered or paid before the date of notice of termination, nor the Council's right to be reimbursed by English Heritage in respect of such grants under the provisions of this Agreement. The provisions of this Agreement contained in clauses 20, 21, 24, 25, 26, 29, 30, 31 and 34 which require or are capable of imposing any obligations after the termination of this agreement and any corresponding right of either party, shall continue in force after termination.

WAIVER

41. If at any time either party fails or neglects to assert its rights under any provision of this Agreement, such Delivery or lack of Delivery in that respect shall not be construed as a waiver of its rights under that provision or any other provision of this Agreement.

ASSIGNMENT/SUBCONTRACTING

42. The Council shall not assign, sub-contract or transfer this Agreement or any part thereof without the prior consent in writing of English Heritage.

SEVERANCE

43. If any provision of this Agreement is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part, the validity, lawfulness and enforceability of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

HEADINGS

44. The headings in this Agreement are inserted for convenience only and shall not affect its construction.

LAW

45. This Agreement shall be subject to and interpreted according to the laws of England and Wales and shall be subject to the jurisdiction of the English Courts.

Signed.....



Name (capitals).....

KAREN GALEY

Position.....

HEAD OF ECONOMIC REGENERATION

An authorised officer on behalf of Haringey Council

Signed..... *R Brabner*

Name (capitals)..... *ROBERT BRABNER*

Position..... *CASEWORK OFFICER*

As duly authorised signatory for and on behalf of the Historic Buildings and
Monuments Commission for England

APPENDIX A

Funding for Local Authorities PARTNERSHIP SCHEMES IN CONSERVATION AREAS

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Special Conditions

None .

