



Department for Levelling Up,
Housing & Communities

THIS FUNDING AGREEMENT is made on 25 November 2021

BETWEEN:-

- (1) The Secretary of State for Levelling Up, Housing and Communities whose head office is at Fry Building, 2 Marsham Street, London SW1P 4DF (the “**Department**”); and
- (2) [NAME OF GRANT RECIPIENT] whose principal address is at [ADDRESS] (the “**Grant Recipient**”).

RECITALS:-

- (A) This grant is made on the basis of the Grant Recipient’s Bid(s), a copy of which is attached to this Funding Agreement at Annex A.
- (B) The Department has agreed to make a financial contribution to the Grant Recipient for the purposes of supporting the Project as described in the Bid.
- (C) The parties have agreed that the Grant shall be provided and managed in accordance with the terms and conditions of this Funding Agreement as set out below.
- (D) The Department acts through the One Public Estate teams within the Cabinet Office and Local Government Association in respect of this Grant as set out below, but remains ultimately responsible for the Grant, including in relation to its payment, management, administration and termination.

IT IS AGREED as follows:-

1. DEFINITIONS

In this Funding Agreement:

“**Bid**” means the bid(s) by the Grant Recipient for financial assistance attached at Annex A.

“**Eligible Expenditure**” means payments by the Grant Recipient during the Funding Period as defined in clause 5.

“**Fixed Assets**” means property, plant and equipment owned by the Grant Recipient.

“**Funding Agreement**” means this agreement, Schedule and Annexes.

“Funding Period” means the period set out in the Schedule.

“Grant” means the sum to be paid to the Grant Recipient in accordance with clause 3.

“One Public Estate” means the One Public Estate programme – a partnership between the Department, Cabinet Office and the Local Government Association – which manages the Brownfield Land Release Fund on behalf of the Department.

“Project” means the project as described in the Bid.

“Project Longstop Date” means the date the funded activity has been completed. (31 March 2022)

“Project Targets” means the objectives, activities or targets described in the Bid.

“Project Land” means land or buildings which are improved as a planned step in the implementation of the Project;

“Terms and Conditions” mean the terms and conditions of the Grant, as set out in this Funding Agreement. For the avoidance of doubt, this includes the Special Conditions set out in the Schedule to this Funding Agreement.

2. INTERPRETATION

In this Funding Agreement:

- a) references to an Annex, Schedule, clause or sub-clause shall mean an Annex, Schedule, clause or sub-clause of this Funding Agreement so numbered;
- b) headings in this Funding Agreement shall not affect its interpretation;
- c) reference to ‘this Funding Agreement’ includes any variations made from time to time pursuant to these Terms and Conditions; and
- d) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom, including but not limited to retained direct EU legislation as defined within section 20(1) European Union Withdrawal Act 2018.

3. GRANT

- 3.1 Payment of the Grant is subject to the Grant Recipient complying with these Terms and Conditions and to such further conditions and requirements that the Secretary of State may from time to time specify in writing.
- 3.2 The Secretary of State agrees to pay the Grant to the Grant Recipient as a contribution towards Eligible Expenditure incurred by the Grant Recipient in the delivery of the Project.
- 3.3 The Grant shall not be used for any other purpose without the prior written consent of the Department.
- 3.4 The Grant must be spent or committed within the Funding Period.
- 3.5 Details of the programme, powers under which the Grant is paid and Treasury consent (if needed) are listed in the Schedule.

4. PAYMENT OF GRANT

- 4.1 Subject to clause 9, the Department shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule.
- 4.2 The Grant Recipient shall promptly repay to the Department any money incorrectly paid to it either as a result of administrative error or otherwise.
- 4.3 For the purpose of defining the time of payments, a payment is made by the Grant Recipient when and only when, money passes out of the Grant Recipient's control. Money will be assumed to have passed out of a Grant Recipient's control at the moment when legal tender is passed to a supplier, when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

5. ELIGIBLE EXPENDITURE

- 5.1 Subject to clause 5.2, Eligible Expenditure consists of payments by the Grant Recipient during the Funding Period for the purposes of delivering the Project. Eligible Expenditure is net of VAT recoverable by the Grant Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.
- 5.2 The following costs are not Eligible Expenditure:-
 - a) payments for activities of a political or exclusively religious nature;
 - b) payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
 - c) payments for goods or services that the Grant Recipient has a statutory duty to provide;

- d) payments reimbursed or to be reimbursed by other public or private sector grants;
- e) contributions in kind (a contribution in goods or services as opposed to money);
- f) depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;
- g) interest payments (including service charge payments for finance leases);
- h) gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- i) entertaining payments (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- j) statutory fines, criminal fines or penalties;
- k) liabilities incurred before the issue of this Funding Agreement unless agreed in writing by the Department;
- l) revenue costs (e.g. staffing costs)

6. PROGRESS REPORTING

- 6.1 The Grant Recipient must be in regular communication with One Public Estate regarding progress of the Project as set out in the Schedule.
- 6.2 If the Grant Recipient is experiencing any financial, administrative, managerial etc. difficulties that may hinder or prevent the completion of the Project, the Grant Recipient must inform One Public Estate as soon as possible.

7. CHANGES TO THE PROJECT

- 7.1 Any changes to the Project must be agreed in writing by way of Variation Request (Annex B) with the Department before implementation.

8. GRANT RECIPIENT OBLIGATIONS

- 8.1 The Grant Recipient must comply with the reporting requirements set out in the Schedule.

9. EVENTS OF DEFAULT AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT

- 9.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 9.3 occur, the Department may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 9.2 Where any part or all of the Grant is required to be repaid in accordance with clause 9.1 above, the Grant Recipient must repay this amount within 30 days of receiving the demand for repayment.
- 9.3 An Event of Default is the occurrence of any of the following:-
- a) the Grant Recipient fails, in the Department's sole opinion, to make satisfactory progress with the Project; and in particular with meeting the **Project Target Longstop Date**;
 - b) there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which the Department considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - c) any information provided in the Bid or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Department considers to be significant;
 - d) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;
 - e) it appears to the Department that the Grant Recipient no longer requires financial assistance in order to carry out the Project;
- 9.4 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, the Department will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concerns about the Project or of any breach of the Terms and Conditions.
- 9.5 The Grant Recipient must act within 21 days to address the Department's concern or rectify the breach, and may consult or agree an action plan to resolve the problem with the Department.
- 9.6 If the Department is not satisfied with steps taken by the Grant Recipient pursuant to clause 9.55 above, it may withhold or suspend any further payment of the Grant (including by way of clause **Error! Reference source not found.** above), or recover Grant already paid.

10. DISPUTES

- 10.1 All disputes and complaints shall, in the first instance be referred to One Public Estate who will inform the Grant Recipient's manager for the Project and the Grant Recipient's principal contact in the Department who shall use all reasonable endeavours to negotiate in good faith, and settle the dispute or complaint amicably.

Attachments:

Schedule

Annex A Bid

Annex B Variation Request

**Authorised to sign for and on behalf of the Secretary of State for Levelling Up,
Housing and Communities**

Signature

Name in Capitals

Date

**The Grant Recipient accepts the Grant and agrees to comply with the Terms and
Conditions contained in this Funding Agreement:**

Authorised to sign for and on behalf of the [GRANT RECIPIENT]

Signature

Name in Capitals

Date

Signature

Name in Capitals

Date

Principal contact(s):

Name

Email

Telephone

Name

Email

Telephone

SCHEDULE

Name of Project/programme:	[INSERT NAME OF PROJECTS] (Estate Regeneration Fund)
Power under which Grant is to be paid:	Housing Grants, Construction and Regeneration Act 1996, s.126. Grant paid with the consent of Her Majesty's Treasury.
Grant Recipient's principal contact in the Department:	DLUHC: Kerry Williams: Kerry.Williams@communities.gov.uk OPE Team: onepublicestate@local.gov.uk
Funding Period:	The period commencing 27 October 2021 and ending 31 March 2022
Amount of Grant:	£1,000,000
Payment arrangements:	Payment will be made in one instalment by 11.59pm on or before 15 December 2021.
Project Targets:	Not applicable (but please see the Special Conditions) below.
Reporting requirements:	<p>Estate Regeneration-supported schemes will be asked to report in January 2022 and in April 2022 and participate in the evaluation – or as otherwise determined by DLUHC and OPE. Your project leads for your project will be asked to report on the milestones detailed below, as well as provide a narrative on the project's key risks/issues to delivery.</p> <p>The milestones are:</p> <ol style="list-style-type: none"> 1. Procurement of works: contractor commencement date <p>This relates to the specific works funded by the estate regeneration award (the "estate regeneration funded works"). The date entered should be the date on which tenders are issued.</p> <ol style="list-style-type: none"> 2. Commencement of estate regeneration funded works date <p>This refers to the first of the funded works, if multiple.</p>

	<p>3. Completion of estate regeneration funded works date (last of the funded works, if multiple)</p> <p>4. Expected start on site for new / replacement homes or commencement of refurbishment</p> <p>5. Expected development end date.</p>
<p>Special conditions:</p>	<p>Applications have only been considered when the Gateway Criteria, set out in the funding prospectus, were satisfied:</p> <p>For all applications:</p> <ul style="list-style-type: none"> • the project must be undertaking capital works; • Funding can be spent in 2021/2022; • there is a funding gap for the wider estates regeneration project and grant funding will provide added value; • community and political support for the project is in place. <p>If the project no longer meets the Gateway Criteria, this constitutes a breach of this Funding Agreement and DLUHC will be entitled to exercise the rights set out at clause 9.1 of this Funding Agreement.</p>

Annex A

Bid proposal included under separate cover.

Annex B

VARIATION REQUEST

WHEREAS the Grant Recipient and the Secretary of State for Levelling UP, Housing and Communities entered into a grant funding agreement for the approved Project dated [INSERT DATE] [as varied on [INSERT DATE]] (the "Funding Agreement") and now wish to amend the Funding Agreement.

IT IS AGREED as follows

1. DEFINITION

1.1 Terms defined in the Funding Agreement shall have the same meaning when used in this Variation Request, unless defined otherwise.

2. VARIATION

2.1 With effect from [INSERT START DATE] the Funding Agreement shall be amended as set out in this Variation Request:

Variation requestor:	[INSERT NAME, TEAM & DIVISION]
Summary of variation:	[INSERT FULL DETAILS OF VARIATION]
Reason for variation:	[INSERT REASON FOR VARIATION]
Revised Grant:	[INSERT NEW AMOUNT IN FIGURES]
Revised Funding Period:	[INSERT NEW START DATE TO END DATE]
Revised Payment Arrangements:	[INSERT NEW PAYMENT ARRANGEMENTS]
Other Variation:	[INSERT ANY OTHER PROPOSED CHANGE TO FUNDING AGREEMENT TERMS]

2.2 Save as herein amended all other Terms and Conditions of the Funding Agreement shall remain in full force and effect.

**Authorised to sign for and on behalf
of the Secretary of State for
Levelling Up, Housing and
Communities**

Signature

Name in Capitals

Date

Address in full

**Authorised to sign for and on
behalf of the
[GRANT RECIPIENT]**

Signature

Name in Capitals

Date

Address in full