

Date: 14 September 2017

The London Borough of Tower Hamlets

And

Rev. Deborah Frazer

for/on behalf of

**The Church of St. Mary & the Holy Trinity Bow
230 Bow Road
London E3 3AH**

Contract for a grant in respect of facade improvement works to: The Church of St. Mary & the Holy Trinity Bow, 230 Bow Road, London E3 3AH.

To be read in conjunction with the offer letter
THIS CONTRACT is made on the **fourteenth** day of **September** 2017

BETWEEN

(1) THE LONDON BOROUGH OF TOWER HAMLETS of Mulberry Place, 5 Clove Crescent, London E14 2BY
(Development & Renewal) (“the Grantor”)

and

(2) Rev. Deborah Frazer for/on behalf of The Church of St. Mary & the Holy Trinity Bow, 230 Bow Road, London E3 3AH (“the Grantee”)

WHEREAS

- (A)** The Grantee has applied to the Grantor for a grant for the approved Purposes (as hereinafter defined)
- (B)** The Grantor has agreed to make a grant for an amount and on terms and conditions set out in this contract.

NOW IT IS HEREBY AGREED as follows:

1. In this contract:

- 1.1 “the Application” means the Grantee’s application for a Grant seeking assistance towards the cost of external repairs to the tower of The Church of St. Mary & the Holy Trinity Bow, 230 Bow Road, London E3 3AH from the Grantor varied by subsequent correspondence (if any) with the Grantor
- 1.2 “the Approved Purposes” means the purposes for which the Grantee has Purposes” been offered the Grant and the method and manner in which it proposes to carry out the works as set out in Appendix 1.
- 1.3 “Connected Person” means any:
Person” (a) spouse, co-habitee, child, step-child, or business partner, of the Grantor or any employer of the Grantor or the Grantee; (b) body corporate with which any employee of the Grantor or Grantee is “associated”

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| 1.4 | “Eligible Works” | means works to the Grantee’s property of the type set out in Appendix 1. |
| 1.5 | “the Grant” | means the sum of up to five thousand pounds only. (£5,000.00). |
| 1.6 | “the Grantee” | means the property identified in the Grantee’s application upon which the Grant is to be spent. |
| 1.7 | “the Works” | means the repair and enhancement works identified in the Eligible Works as set out in Appendix 1. |
| 1.8 | “the Grantee” | means an applicant who has a legal interest in the relevant property or an equitable interest in the property for a term with not less than five years remaining unexpired on the lease. |
| 1.9 | Words importing persons shall include corporations, and singular shall include the plural and vice versa. | |
| 1.10 | The headings in this Contract have been inserted for convenience only and shall not affect its construction | |

2. General Grant Conditions

2.1 The Grantee will apply the Grant solely for the Approved Purposes as set out in Appendix 1 and will not deviate in any respect from the Approved Purposes without prior approval in writing to the Grantor.

2.2 The Grantee acknowledges that the Grant is the total amount of funds to be provided by the Grantor for the Approved Purposes and shall not be taken to imply that further funds will be provided to fulfill the Approved Purposes in the event of any shortfall or to fund the operational costs (if any) of the property.

2.3 The Grantee will at all times; use a properly qualified professional to advise Him on the works to his property.

2.4 The Works to the Grantees property must be carried out to a standard appropriate to property of importance to the national heritage, and where applicable in accordance with the standards set out in Appendix 1.

2.5 The building should be open as part of the London Open House event for five years following payment of the grant.

3. Administration of Approved Purposes in relation to Grantees Property

3.1 The Grantor will not make the grant to the Grantee if the Eligible Works

were commenced prior to the submission of the application to the Grantee or if such works commence thereafter without the Grantors prior consent

3.2 The Grantor will not pay any sums to the Grantee unless:

(a) the Grantee accepts the grant offer within two weeks of its being made (and signs the offer at the Council's offices at a mutually agreed date); ;

(b) the Grantee completes the work within six months of the offer being made, or such longer period as may be agreed to by the Grantor's Heritage at Risk Project Officer;

(c) prior to commencing the works, the Grantee acknowledges that he is bound in a manner enforceable by law, to observe and perform the terms and conditions of his grant as prescribed by clauses 2.4, 4, 5, and 6 and in breach of such terms and conditions to repay to the Grantor such sums as the Grantee received from the Grantor to carry out the Eligible works to his property.

4. Additional Works to be binding upon the Grantees

4.1 Prior to commencing any Eligible Works, the Grantee shall prepare a detailed specification and (where appropriate) drawings (including any proposed alterations) and shall submit the same to the Grantor for approval. Thereafter the Grantee shall carry out the works to their property only in accordance with the specification and drawings approved by the Grantor (a "Design"). The Grantee must obtain the Grantor's prior written approval for any material changes to his Design, and produce additional drawings if considered necessary by the Conservation Officer.

4.2 Unless the Grantor agrees otherwise in writing, the Grantee must obtain at least three tenders for any contract required to enable him to carry out or procure any Eligible Works.

4.3 The Grantor may reduce a grant to the Grantee by such amount as it thinks fit up to an amount which bears the same proportion to the difference between the lowest tender price and the price of the tender accepted by the Grantee as his grant bore to the original estimate of the cost of the Eligible Works to their property if the Grantor, acting reasonably, disagrees with the reason given by the Grantee for not accepting the lowest of the tenders submitted.

4.3 Prior to commencing any works to its property the Grantee must have secured to the Grantor's satisfaction all necessary planning permissions building consents and other statutory approvals.

4.4.1 While Eligible Works to the Grantees Property are in progress, the owner of that property must maintain adequate insurance cover on that property, the works executed to it and any unfixed materials and goods delivered to it, against any loss or damage arising as a consequence of the Eligible Works being undertaken. Insurance should be held in the joint names of the owner of the property and its contractor unless otherwise agreed in writing by the Grantee. The proceeds of all claims under the insurance must be applied towards the cost of the reinstatement of the Eligible Works and the relevant property, the rectification of any loss or damage caused to the Eligible Works and the replacement of any goods or materials damaged, as necessary.

4.4.2 If, in the Grantor's opinion, such reinstatement rectification or replacement is not reasonably practical due to the extent of the damage then, at the request of the Grantor, the Grantee must apply the proceeds of all claims under the insurance to the repayment to the Grantor of any sums received from the Grantor towards the Eligible Works.

4.5 The Grantee will allow the Grantor to have such access to his property as it may require; in order to inspect and monitor the progress of any Eligible Works.

4.6 The Grantee should take account of any representations which the Grantor may make with regard to carrying out the works to his or her property.

4.7 The Grantee will take appropriate steps to monitor his success in carrying out any Eligible Works and provide to the Grantor any information it reasonably requires to satisfy itself that such works have been properly carried out in accordance with the Design.

4.8 If the Grantee completes the Eligible Works without spending the full amount of his grant, such part of his grant as remains unspent must be repaid to the Grantor. For the avoidance of doubt his grant shall be deemed to have been spent pro rata with funds agreed by the Grantee to be provided for the Eligible Works from the other sources.

5. Continuing obligations to be binding upon the Grantee

5.1 Following the completion of works to the Grantee's Property funded by the Grantor, the Grantee will maintain his property in a manner consistent with the character, appearance and amenity of the area.

5.2 The Grantee funded by the Grantor must insure his property to the same standard and in relation to such risks as is reasonable and appropriate in all of the relevant circumstances.

6. Payments to the Grantees

6.1 The Grantor will not release payment of the grant to the Grantee except in arrears in response to an application by the Grantee for reimbursement for goods or services received, and upon the production to the Grantor by the Grantee 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.

6.2 The Grantor will only release payment of the grant to the Grantee if:

- a. The invoice or certificate are for Eligible Works;
 - b. Such works have been carried out in full and to the required standard;
- and

7. Disposal

7.1 The Grantee will retain the Grantee's Property in his ownership and possession and will not sell, let, pledge, mortgage, charge or otherwise encumber the Property or any interest therein for a period of three years from the payment of the grant without the prior written approval of the Grantor, whose approval, if

given, may be given subject to such terms and conditions as it thinks fit, and may include a requirement for the repayment to the grantor of a share of the net proceeds of the sale of the Grantee's property.

7.2 If, in breach of Clause 7.1, the Grantee sells or otherwise disposes of the Grantee's Property or in some other way is in receipt of monies as a result of a breach, the Grantee shall forthwith pay to the Grantor the greater amount of the Grant and a share of the net proceeds of the sale of the Grantee's Property (such share to be in direct proportion to the share of the relevant costs made from the Grant).

7.3 The Grantee shall notify the Grantor in writing of any intended sale within the period specified above, so that the question of recovery may be considered. The Grantor also reserves the right to place a caution on the proprietorship Register, in order to protect its interests.

8. Monitoring

8.1 The Grantee will supply to the Grantor such financial or other information as the Grantor may from time to time reasonably require in respect of their Grant and the Property. In particular, the Grantee should keep and make available to the Grantor upon reasonable request any correspondence, specifications, plans, drawings, bills of quantities and schedule of works relating to the property of the Grantee.

8.2 The Grantee shall supply coloured transparencies and photographs to the Grantor during the course of the works, to include pictures taken before, during and after the repair or restoration works, and general locations. A minimum of two shall be produced at each stage.

8.3 The Grantee hereby grants to the Grantor a perpetual royalty – free copyright licence to make or allow such use of the transparencies and photographs supplied in terms of cl.8.2 as the Grantor shall think fit. The Grantee warrants that it has, or will have, the right to grant such a licence and that no such use of transparencies or photographs will infringe the rights of any third parties.

9. Publicity

9.1 The Grantor reserves the right to have displayed on the Grantee's property, during the course of the works, a sign indicating that the Council has granted the works. The sign will be supplied by the Council.

9.2 The Grantor may make public the purpose and amount of the Grant in whatever manner it shall think fit.

10. Severability

If any provision of this Contract 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 Contract and the remainder of the provision in question shall not be affected thereby.

11. Jurisdiction

The Contract shall be governed and construed in accordance with the

Laws of England.

12. Language

Even though this Contract may be translated into another language to assist the Grantee, the only version which is legally enforceable is the one in the English language.

For and on behalf of LBTH

Signed by the Grantee

Authorised Signatory

Authorised Signatory

Signed.....

Signed.....

Printed Name.....

Printed Name.....

Title.....

Title.....

Date.....

Date.....

Witnessed by:

Signed.....

Name.....

Title.....

Date.....

APPENDIX 1:

1. Eligible Works: Eligible works comprise external repairs to the tower of The Church of St. Mary & the Holy Trinity Bow, 230 Bow Road, London E3 3AH. Scope of work as per submitted document 'Specification and Schedule of Work for Western Tower Repairs at Bow, St. Mary's Church. Universal Stone Ltd', dated 16/12/2017.