



Place Directorate
Sustainable Development Team

Addressee name
Street address
Street address
Town / city postcode

Tower Hamlets Town Hall
2nd Floor Mulberry Place
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00 Month 2018

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www.towerhamlets.gov.uk/energy

STRICTLY CONFIDENTIAL

Dear [Insert Name],

Grant Offer Letter

I am pleased to confirm that the London Borough of Tower Hamlets (the "Council") has agreed to provide grant funding (the "Grant") to you, [Name of SME], for the purposes of delivering [insert remit of the project] (the "Project").

Upon acceptance by you as indicated below, this Grant Offer letter, duly signed by you and the Council together with the following documents annexed hereto shall constitute an agreement (the "Grant Agreement") between you and the Council for the purposes of the Grant:

- Schedule 1 – Project Delivery Plan;
- Schedule 2 - Grant Conditions; and
- Schedule 3 - Grant Application Form dated [insert the date on the application form].

The core terms of this Grant offer are as follows:

- (i) The Grant sum of £ [INSERT FIGURE], shall be paid to you by the Council for the Project;
- (ii) The Grant shall be paid in one instalment on or no later than [date];
- (iii) The Grant shall be applied to the provision of the Project as more particularly set out in Schedule 1;
- (iv) The Grant is subject to compliance by you with the Grant Conditions as stipulated in Schedule 2; and
- (v) The Council's nominated representative for the purposes of this Grant is David Esdaile





Please sign and return one copy of this Grant Offer Letter indicating your acceptance of the Grant and the terms on which it is made.

Yours sincerely

David Esdaile
Environmental Sustainability Officer

Bank Details

Please provide below the details of the bank account you wish the Grant to be paid to.

Account Name	
Account Number	
Sort Code	

On behalf of [insert Name of SME], I accept the offer of the Grant on the terms outlined above.

Nominated representative of [insert Name of SME] for the purposes of this Grant is [insert Name of SME's nominated Rep.]

Signed:

Authorised Signatory:

Dated:



Schedule 1 – The Project Delivery Plan

Outputs

- (i) Project description and the outputs to be delivered,

Reporting Requirements

- (ii) You, [Insert the name of SME], are required to provide the Council with monitoring data over a period of 12 months from completion of the Project. The data that you will be required to supply to the Council will include energy consumption data and costs.

Special Items

- (iii) any special terms or requirements not picked up in the Grant Conditions (eg working with other agencies etc., – if none; insert N/A))

Schedule 2 - Grant Conditions

These Conditions apply to the Grant made to you by the Council and are subject to the Grant Offer Letter.

The Grant Payable

1. The Grant is paid on condition that you comply with these Conditions. No omission from, addition to or variation from these Conditions will be valid unless agreed in writing by you and the Council.
2. The purpose of the Grant is to assist you in carrying out the Project as outlined in the Grant Offer Letter and detailed in the Grant Application Form.
3. You shall immediately notify the Council of any proposal to change your ownership or legal status or to make any significant change to your aims and objectives to which the Grant is being applied.
4. The Grant is intended specifically for you and you shall not assign or transfer the whole or any part of the Grant or your obligations under this Grant Agreement without the prior written consent of the Council.
5. No person other than you and the Council has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of this Grant Agreement.
6. This Grant Agreement is intended to be legally binding and shall be subject to English law, with exclusive jurisdiction to the English court.

Monitoring and Review

7. There will be ongoing contact between your nominated representative and the Council's nominated representative in order to keep under review the agreed priorities for your work in relation to the achievement of our mutual objectives and the Project Delivery Plan.
8. The Council may reasonably review or change the terms of the Grant or these Conditions at any stage. You may request a change to the Project or the Delivery Plan which the Council may, in its absolute discretion, accept or reject as it deems reasonable and appropriate.
9. A meeting between senior officers of the Council and your equivalent representatives may be arranged to discuss any issues of concern that have not been possible to resolve within normal liaison arrangements.

10. You shall ensure that the Grant is applied to deliver the agreed outputs relating to the Project as set out in the Project Delivery Plan. For the avoidance of doubt these terms do not comprise a service specification. Notwithstanding any other rights that the Council may exercise, in the event that you cannot comply with any of the terms of this Grant Agreement or otherwise with the timetable set out in the Project Delivery Plan, you must immediately notify the Council giving detail and the Council may, in writing and at its sole discretion, extend the delivery timetable or otherwise amend any terms of this Grant Agreement on terms reasonably determined by it.
11. You shall report your performance in accordance with the requirements, if any, set out in the Project Delivery Plan and at other times at the reasonable request of the Council's representative. In special circumstances you may be requested to participate in a more detailed evaluation of your performance and on best value reviews if required to do so by the Council, taking account of the resource implications for you.

Compliance

12. You shall comply with all statutes, orders, regulations, bye-laws and guidance applicable to the Project which may relate either directly or indirectly but not be limited to, environmental, property, religious, goods, works, health, safety and hygiene components amongst other things.
13. You shall operate a complaints procedure and notify the Council of any issues arising which relate to the Grant. You shall comply with any policies submitted as part of your application for the Grant including but not limited to health and safety, safeguarding and business continuity.
14. You warrant that you will deliver the Project with all reasonable skill and care and ensure that all of your owners, directors and staff members who assist or engage in delivery of the Project have successfully completed appropriate Disclosure and Barring Service checks relating to the Project.
15. You shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other applicable equality legislation relating to the provision of services or employment. You shall take all reasonable steps to secure the observance of the provisions of employment legislation by your employees, volunteers, agents or sub-contractors.
16. You shall comply in all respects with the provisions of the Data Protection Act 1998 and the EU General Data Protection Regulations (the "Data Protection Legislations") and shall indemnify the Council against all actions, costs, claims proceedings or demands that may be brought or made against the Council for breach of any statutory duty under the Data Protection Legislations which arises from the use disclosure or transfer of personal data by you or your employees, volunteers, agents or sub-contractors.

17. You shall provide all reasonable assistance to the Council in meeting its obligations under the Freedom of Information Act 2000.

Liability

18. You shall indemnify and keep indemnified the Council and its employees or agents against any liability, claim, proceedings or expenses in respect of damage to any property or personal injury or death of any person which arises out of your act default or negligence or the act default or negligence of your employees, volunteers, agents or sub-contractors. However this indemnity shall not apply in any case where any loss of property or death or injury to any person is caused by the negligence of the Council or its employees or agents.
19. You shall maintain with a reputable insurer sufficient insurance cover to meet all liabilities arising in connection with the Project.

Termination and Withholding/Repayment of Grant

20. The Council accepts no liability arising from any withholding or repayment of, or delay in payment of, the whole or any part of the Grant.
21. The Council shall be entitled to recover from you any part of the Grant which is unspent following completion of the Project. You are required to provide the Council with a copy of the invoice for the Project and a copy of the bank statement showing that invoice being paid to evidence that the Grant has been spent on the Project in accordance with this Grant Agreement.
22. The Council, at its reasonable discretion, shall be entitled to withhold any part of or the whole Grant which is yet to be paid and/or require part or the whole of the Grant to be repaid immediately in the event that any of the following circumstances occur:
 - (i) you cease or suspend your normal functions to which the Project relates for any reason;
 - (ii) there is a material change in your aims and objectives;
 - (iii) you fail to use the Grant for the purposes set out in the Grant Application Form or otherwise fail to comply with the terms of this Grant Agreement;
 - (iv) you commit or any of your employees, volunteers, subcontractors or agents commits any offence under the Prevention of Corruption Acts 1889–1916 or the Bribery Act 2010 or gives

any fee or reward the receipt of which is an offence under sub-section (3) of Section 117 of the Local Government Act 1972; and

- (v) in the reasonable opinion of the Council, your conduct whether or not in relation to this Grant Agreement will likely bring the Council's reputation into disrepute.

The Council will take account of any representations you make concerning the repayment or withholding of the Grant and wherever appropriate will co-operate with you to identify any action that can be taken to avoid the Grant being required to be withheld or repaid.



Schedule 3 - Grant Application Form

