

**In the matter of a 2<sup>nd</sup> Grant Funding Agreement between -**

**THE LOCAL GOVERNMENT ASSOCIATION**

**AND**

**THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL  
GOVERNMENT**

**AND**

**THE IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL  
GOVERNMENT**

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**SECOND GRANT FUNDING AGREEMENT**

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This agreement (the “Second Grant Funding Agreement”) providing for the grant assistance by the Secretary of State for Housing, Communities and Local Government to the Local Government Association for the further work of the Joint Inspection Team to be run by the Improvement and Development Agency for Local Government, is made on 23 June 2021, between the following parties (“**the Parties**”): -

**BETWEEN:-**

1. The **Secretary of State for Housing, Communities and Local Government** whose head office is Fry Building, 2 Marsham Street, London SW1P 4DF (“**the Department**”); and
2. The **Local Government Association** whose principal address is 18 Smith Square, Westminster, London SW1P 3HZ (company number 11177145) (“**the LGA**” or the “**Grant Recipient**”), and
3. The **Improvement and Development Agency for Local Government**, a private limited company by guarantee (company number 3675577), whose registered office is 18 Smith Square, Westminster, London SW1P 3HZ, which company has been incorporated by the LGA to deliver improvement support programmes and innovation in local government and having the aim to assist, advise and encourage local authorities to improve their performance through mechanisms which support and promote innovation and change (“**the IDeA**”)

## **Recitals**

### **Whereas**

1. By a grant funding agreement between the parties made on the 22 July 2019 the Department agreed to fund the work of a Joint Inspection Team (JIT) to be operated by the LGA through the IDeA,
2. The Department now wishes to continue and enlarge the scope of the work of the JIT as hereinafter set out,
3. The LGA is willing to continue and enlarge the work of JIT, but requires that it and the IDeA be indemnified against some liabilities that may arise from such further work of the JIT and the Department agrees to so indemnify against such liabilities as set out in the Second Indemnity Agreement of even date between the Parties (a copy of which is attached to this Second Funding Agreement),
4. The Department recognises that the LGA and the IDeA are unable to accept the responsibility for any such further work by the JIT, unless they are confident that they are not at any financial risk in so doing, from any contingent liability that may arise from the work of such a JIT, and
5. This grant is made on the basis of the Grant Recipient's Bid, a copy of which is attached to this Funding Agreement at Annex A.
6. 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.
7. The parties have agreed that the Grant shall be provided and managed in accordance with the terms and conditions of this Second Funding Agreement as set out below.

### **IT IS AGREED** as follows:-

#### **1. DEFINITIONS**

In this Second Funding Agreement:

**"Bid"** means the bid by the Grant Recipient for financial assistance attached at Annex A.

**"Data Protection Legislation"** means: (i) the UK GDPR being the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments ETC) (EU Exit) Regulations 2019; (ii) the Data Protection Act 2018 and regulations made under it.

**“Eligible Expenditure”** means payments by the Grant Recipient during the Funding Period as defined in clause 6.

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

**“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.

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

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

**“Terms and Conditions”** mean the terms and conditions of the Grant, as set out in 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.

## **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 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.
- 3.6 Where the Grant Recipient has obtained funding from a third party in relation to its delivery of the Project, the Grant Recipient shall inform the Department of the amount of this funding, together with a clear description of what the funding shall be used for.
- 3.7 The Department does not guarantee grant funding for subsequent periods after the term of this Funding Agreement. If the Department were to provide additional grant funding, this would depend on factors including:
  - a) the availability of funding to the Department; and
  - b) full compliance with these Terms and Conditions by the Grant Recipient during the Funding Period.

#### **4. AMOUNT OF GRANT**

- 4.1 Where the reporting accountant certifies 100% of expenditure as Eligible Expenditure, grant payable will be as listed in the Schedule.
- 4.2 Where the reporting accountant certifies less than 100% of expenditure as Eligible Expenditure, the amount of grant payable will be reduced accordingly.
- 4.3 The amount of Grant is £1.2 million. The amount of Grant shall not be increased above this sum in the event of any overspend by the Grant Recipient in its delivery of the Project.

#### **5. PAYMENT OF GRANT**

- 5.1 Subject to clause 16, the Department shall pay the Grant to the Grant Recipient in accordance with the payment arrangements listed in the Schedule.
- 5.2 The Grant Recipient shall promptly repay to the Department any money incorrectly paid to it either as a result of administrative error or otherwise.
- 5.3 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 (or, for wages, to an employee), 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.

## **6. ELIGIBLE EXPENDITURE**

6.1 Subject to clause 6.2, 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.

6.2 The following costs are not Eligible Expenditure:-

- payments for activities of a political or exclusively religious nature;
- 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;
- payments for goods or services that the Grant Recipient has a statutory duty to provide;
- payments reimbursed or to be reimbursed by other public or private sector grants;
- depreciation, amortisation or impairment of Fixed Assets owned by the Grant Recipient;
- interest payments (including service charge payments for finance leases);
- gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- 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);
- statutory fines, criminal fines or penalties;
- liabilities incurred before the issue of this Funding Agreement unless agreed in writing by the Department;
- the acquisition or improvement of Fixed Assets by the Grant Recipient.

## **7. PROGRESS REPORTING**

- 7.1 The Grant Recipient must be in regular communication with the Department regarding progress of the Project as set out in the Schedule.
- 7.2 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 the Department as soon as possible.

## **8. STATEMENT OF GRANT USAGE**

- 8.1 By the date specified in the Schedule, the Grant Recipient must complete and submit to the Department a Statement of Grant Usage (Annex B) giving details of Eligible Expenditure during the Funding Period.
- 8.2 For any grant funding of over £20,000, the Statement of Grant Usage must be accompanied by a report from a reporting accountant appointed and paid for by the Grant Recipient (the “**Report**”). Guidance for reporting accountants and outlining those who can undertake the role is contained at Annex C.
- 8.3 Any manuscript alterations to the Statement of Grant Usage must be initialled by the original signatory as well as by the reporting accountant.
- 8.4 After receiving the Statement of Grant Usage and the Report, the Department will pay any outstanding Grant due for the Funding Period. Alternatively, if the Statement of Grant Usage identifies any overpayment of Grant, the Grant Recipient must repay this amount within 30 days of receiving a written request for repayment from the Department.

## **9. CHANGES TO THE PROJECT**

- 9.1 If the Grant Recipient becomes aware that the actual cost of the Project is likely to be different from that forecast in the Bid by more than ten per cent, the Grant Recipient must inform the Department as soon as possible and provide an explanation for this variation.
- 9.2 Any changes to the Project must be agreed in writing by way of Variation Request (Annex D) with the Department before implementation.

## **10. DATA HANDLING**

- 10.1 The Grant Recipient shall become new owners and controllers of data. They must make their own data protection arrangements to ensure they are compliant with data protection requirements for data controllers.
- 10.2 As the data will be sensitive in nature, the Grant Recipient must ensure that appropriate arrangements are made to store the data safely.

## **11. DOCUMENT RETENTION**

- 11.1 The Grant Recipient must keep a record of Eligible Expenditure and all income generated by the Project during the Funding Period, and retain all accounting records relating to that expenditure and income for a period of at least six years from the date on which the Funding Period ends.
- 11.2 The Grant Recipient must make the records set out in clause 11.1 available at any reasonable time for inspection by officials from the Department or their representatives or by the Comptroller and Auditor General or his representatives.

## **12. INCOME AND OTHER RECEIPTS**

- 12.1 In determining the maximum amount of grant he or she is prepared to pay towards the Project, the Secretary of State has taken account of the estimates of income to be generated from the Project and contributions or grants towards the Project as set out in the Bid. If the Project generates any income, or there are any contributions in excess of these amounts, the Grant Recipient must notify the Department in writing as soon as possible and state the amounts received or to be received.
- 12.2 The Department may allow the Grant Recipient to retain the amount notified, if it is satisfied that the Grant Recipient will use it for the purposes of the Project. Otherwise, the Grant Recipient must pay the amount notified (or such part of it as is necessary for the repayment of all grant received under the Funding Agreement) to the Secretary of State. If all of the Grant is repaid under these circumstances, the Funding Agreement will terminate.

## **13. FIXED ASSETS**

- 13.1 The Grant Recipient must keep a register of Fixed Assets acquired or improved at a cost exceeding £5,000, wholly or partly using financial assistance provided under this Funding Agreement.
- 13.2 For each entry in the register the following particulars must be shown where appropriate:
  - a) date of acquisition or improvement;
  - b) description of the asset;
  - c) cost, net of recoverable VAT;
  - d) location of the asset;
  - e) serial or identification numbers;
  - f) location of the title deeds;

- g) date of any disposal;
  - h) proceeds of any disposal net of VAT; and
  - i) the identity of any person to whom the fixed asset has been transferred or sold.
- 13.3 If Fixed Assets are sold or their ownership transferred while they have any economic value, the Grant Recipient must notify the Department as soon as possible. The Department may require the Grant Recipient to repay the proceeds or an appropriate part of them, in which case the Grant Recipient must repay the amount to the Department within 30 days of being asked to do so.
- 13.4 The Grant Recipient must not allow a third party to take a charge on any Fixed Asset financed wholly or partly by funds provided under this Grant without consent in writing from the Department.

#### **14. INDEMNITY**

- 14.1 The Department has agreed that it will indemnify the LGA and IDeA in accordance with the Second Indemnity Agreement between the Parties of even date (a copy of which is attached).

#### **15. GRANT RECIPIENT OBLIGATIONS**

- 15.1 The Grant Recipient must:
- a) secure value for money in all purchases of goods and services made for the purposes of the Project;
  - b) ensure that the procurement of any goods, works or services from a third party using the Grant complies with all relevant UK and European legislation in the procurement of goods, works or services. If required to do so by the Department, it must produce documentary evidence of compliance with this condition;
  - c) if the Grant Recipient follows a single tender procedure, for example, where the value of the contract is very low or where there is only one supplier capable of providing the goods and services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate;
  - d) ensure it has a sound system of internal financial controls to safeguard against fraud and theft and to identify, manage and monitor conflicts of interest. The Grant Recipient must inform the Department as soon as possible if it has any grounds for suspecting financial irregularity in the use of the Grant;
  - e) ensure the Project is structured so it is compliant with State Aid Law;



- f) give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Department's contribution, the Grant Recipient must comply with any guidance on publicity provided by the Department. All publicity material must include the logo of the Department;
- g) grant a licence to the Secretary of State under section 91(3) of the Copyright Designs and Patent Act 1988 in relation to the future copyright in works funded in whole or in part by the Grant. This licence is non-exclusive and is granted without provision for the payment of royalties for the full period protected by copyright in the works in order to allow the Secretary of State to copy, issue or adapt any such works for his or her own purposes;
- h) allow any information, know-how, system or process learned from or created in operating the Project to be disseminated by the Department among all persons or bodies who have responsibility for similar projects. The Grant Recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes;
- i) must cooperate with the Department (to the fullest extent permissible and consistent with its obligations under any applicable law or rules) to enable the Department's compliance with its obligations under the Freedom of Information Act 2000, the Data Protection Legislation and the Equality Act 2010.

## **16. EVENTS OF DEFAULT AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT**

- 16.1 If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 16.3 occur, the Department may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid, save that the Department may not terminate the Indemnity Agreement.
- 16.2 Where any part or all of the Grant is required to be repaid in accordance with clause 16.1 above, the Grant Recipient must repay this amount within 30 days of receiving the demand for repayment.
- 16.3 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 Targets;
  - b) the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement;

- c) 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;
  - d) the Grant Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or, being a charity, is struck from the register at the Charity Commission; or, being a company, is struck from the register at Companies House;
  - e) 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;
  - f) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;
  - g) it appears to the Department that the Grant Recipient no longer requires financial assistance in order to carry out the Project;
  - h) where required, the Accountant's Report is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion, which the Department considers the Grant Recipient has not adequately addressed and/or rectified.
- 16.4 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.
- 16.5 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.
- 16.6 If the Department is not satisfied with steps taken by the Grant Recipient pursuant to clause 16.5 above, it may withhold or suspend any further payment of the Grant or recover Grant already paid.
- 17. RESOLUTION OF DISPUTES**
- 17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Funding Agreement and such efforts shall

involve the escalation of the dispute to an appropriately senior representative of each Party.

- 17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 17.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **18. COUNTERPARTS**

This Indemnity Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

### ***Attachments:***

#### **Schedule**

**Annex A** JIT project proposal – the Bid

**Annex B** Statement of Grant Usage

**Annex C** Guidance for reporting accountants

**Annex D** Variation Request

**Annex E** Grant Claim Form

The Indemnity Agreement between the Parties

**Authorised to sign for and on behalf of the Secretary of State for Communities and Local Government**

Signature

XXXXXX

Name in Capitals

CAROLE ZELENKA

Date

23 June 2021

**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 LOCAL GOVERNMENT ASSOCIATION**

Signature

XXXXXX

Name in Capitals

MARK LLOYD

Date

23 June 2021

***Principal contact(s):***

Name

Email

Telephone

Name

Email

Telephone

**SCHEDULE**

<b>Name of Project/ programme:</b>	Private Sector Building Remediation Joint Inspection Team
<b>Power under which Grant is to be paid:</b>	Section 36a of the Local Government Act 2003
<b>Grant Recipient's principal contact in the Department:</b>	██████████
<b>Funding Period:</b>	The period commencing 1 April 2021 and ending 31 March 2022
<b>Amount of Grant:</b>	<p>£1,200,000.</p> <p>This will be used to staff a team comprised of a team leader, a principal environmental health officer, three environmental health officers, a fire engineer and a building controller and is able to draw on relevant legal expertise and have access to intelligence/data analyst, administrative and communications support. The team will be based in the LGA's London offices but will work alongside council officers around the country in order to be able to advise them appropriately.</p>
<b>Payment arrangements:</b>	<p>Payment will be made quarterly in arrears following the first payment, with an indicative payment schedule as follows:</p> <p>30<sup>th</sup> July 2021  29<sup>th</sup> October 2021  31<sup>st</sup> January 2022  29<sup>th</sup> April 2022</p> <p><i>Note: MHCLG reserves right to change payment schedule should operational needs require</i></p>
<b>Project Targets:</b>	<p>OBJECTIVE 1: 1) ACM cladding: To continue to support local authorities in taking strong and effective enforcement action against owners/Responsible Entities of high-rise residential buildings with unsafe ACM cladding, to support the Government's ambition for all these buildings to complete works by the end of 2021.</p> <p>OBJECTIVE 2: Non-ACM cladding: To help build greater capabilities within local authorities to take</p>

	<p>enforcement action against owners/Responsible Entities of high-rise residential buildings with unsafe non-ACM cladding, particularly until the proposed new Building Safety Regulator becomes operational.</p> <p>PERFORMANCE TARGETS:</p> <ol style="list-style-type: none"> <li>1. 15 further HHSRS inspections to be completed alongside local authorities by 31 March 2022:             <ol style="list-style-type: none"> <li>1.1. Across both ACM and non-ACM high-rise private sector residential buildings.</li> <li>1.2. No more than one with any single local authority, except where agreed in advance with MHCLG.</li> <li>1.3. To ensure the relevant Fire and Rescue Service is informed of inspection results and given an opportunity to discuss them and encourage the host local authority to consult with the local Fire and Rescue Service.</li> <li>1.4. 80% of HHSRS written reports to be submitted to local authorities within three weeks of the inspection.</li> <li>1.5. Client satisfaction feedback on the Joint Inspection Team to be ascertained from local authorities within four weeks of an inspection report being issued by the JIT, including on the extent to which the inspections have prepared the authority to carry out inspections independently in future.</li> </ol> </li> <li>2. Maintenance of a dedicated phone and email advice service for local authority environmental health officers from May 2021.</li> <li>3. A range of training sessions for environmental health officers (or their managers) to be run throughout the year:</li> </ol>
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	<ul style="list-style-type: none"> <li>3.1. Including level 1 (overview) sessions, and further modules based on feedback from local authorities or informed by inspection/enforcement learning points.</li> <li>3.2. A level 1 (overview) session to be attended by at least 80% of local authorities in which applications have been made to private sector building remediation funds by 31 March 2022.</li> <li>3.3. Further modules (or level 2 sessions) to be attended by at least 50% of local authorities in which applications have been made to private sector building remediation funds by 31 March 2022.</li> <li>4. A dedicated part of the LGA website for training materials and advice for local authorities to be available from June 2021 and to be developed over the year: <ul style="list-style-type: none"> <li>4.1. Written support, including Frequently Asked Questions and example enforcement notices.</li> <li>4.2. Audio-visual support, including of previous inspections, previous training sessions, and podcasts providing deep-dives on specific topics.</li> </ul> </li> <li>5. Support for the update of 2018 HHSRS operating guidance addendum and worked examples on cladding systems by September 2021 or as led by the separate HHSRS review.</li> <li>6. Support for and promotion of local partnerships between local authorities and fire and rescue services: <ul style="list-style-type: none"> <li>6.1. Clear messaging on such partnerships in all training offered by the JIT.</li> <li>6.2. Input into the revision of the LACORS Protocol.</li> </ul> </li> </ul>
<b>Progress reporting:</b>	Progress will be reported in the following ways:

	<ul style="list-style-type: none"> <li>• The JIT attend weekly meetings with the LGA and MHCLG, where the team's activities are discussed in detail.</li> <li>• Programme Boards every two months, chaired by the LGA.</li> <li>• Quarterly reviews produced by the JIT for clearance by an MHCLG Director with information on:             <ol style="list-style-type: none"> <li>1. The number of buildings where pre-inspection engagement with local authorities and/or intelligence gathering has been undertaken.</li> <li>2. The number of on-site inspections undertaken.</li> <li>3. The number of training sessions run.</li> <li>4. The satisfaction of local authorities with the JIT, both in terms of inspection and enforcement support on specific buildings and in terms of positive feedback on capability-building training sessions run by the JIT.</li> <li>5. The development of phone/email/website support for local authorities.</li> <li>6. Successes against the Key Performance Indicators, and any challenges faced here.</li> </ol> </li> </ul>
<b>Statement of Grant Usage must be submitted by:</b>	30 September 2022
<b>Special conditions:</b>	





## **Annex A**

# **Joint Inspection Team for high rise private sector residential buildings with failed cladding systems**

### **Background**

1. On 28 June 2018 the Secretary of State announced that the LGA and NFCC would convene a joint expert inspection team to help local authorities on the ground with the remediation of private sector buildings. The announcement said that the team would support local authorities in ensuring and, where necessary, enforcing remediation of private sector high-rise residential buildings with unsafe ACM cladding systems. It was also announced that, to support the work of the inspection team, up to £1 million was being made available to support local authorities on further enforcement steps.

### **Rationale**

2. The Housing Health and Safety Rating System (HHSRS) assessment system under the Housing Act 2004 has been identified as the primary mechanism by which remediation of dangerous ACM buildings can be legally enforced. The statutory responsibility for bringing enforcement action on building owners under the Housing Act sits with the local authority in which the building is located.
3. But local authority staff have limited experience in making hazard assessments in relation to high-rise buildings with external cladding, and in taking enforcement action to ensure that it is identified and remediated. The HHSRS assessment system is designed for enforcing standards in single dwellings and is consequently a difficult mechanism for taking action in relation to tall buildings. The particular challenge of applying this assessment process to ACM cladding on tall buildings requires a combination of skills and experience that are not readily available in the current cadre of Environmental Health Officers (EHO) who have the lead role in carrying out these assessments, particularly in relation to technical fire safety issues.
4. The outcome of an HHSRS assessment is vulnerable to a successful appeal where it is shown that due process was not followed, or the relevant skills were not involved in the assessment process. Given the difficulties of applying HHSRS to tall buildings, there is a need to ensure the quality of the assessment process is as high as possible to minimise the risk of successful appeals being brought forward by building owners against any Improvement Notices subsequently served by local authorities following these HHSRS assessments.

5. Local authorities have also reported that there are capacity issues within the EHO workforce to be able to take on this role with the urgency that is required. In particular, some local authorities face considerable challenge with the volume of buildings where hazard identification and enforcement is potentially needed. The existing expert resources are not well aligned to the areas of highest risk or priority.
6. **The requirement is therefore for a speedy and efficient means of providing affected authorities with additional skills, knowledge and capacity to be able to act with confidence to use their legal powers to enforce building remediation where necessary.**

### **Purpose and Approach**

7. MHCLG worked with local government stakeholders and individual local authorities to design the 'Joint Inspection Team' as a response to meet this requirement. The core function of the team is to provide a strong, consistent, multi-disciplinary capability which augments and supports existing Local Authority resource to ensure that all dangerous ACM buildings are remediated as quickly as possible.
8. The key features of the team are as follows:
  - a. It supports local authorities with conducting HHSRS assessments where building owners are unwilling to voluntarily remediate ACM cladding.
  - b. It provides expertise, advice and capacity at a local level whilst demonstrating best practice, correct processes and the government's commitment to remediate ACM clad buildings at the national level.
  - c. It carries out HHSRS assessments and liaises with staff in the host borough who retain the statutory responsibility, including supporting follow-up action in court.
  - d. The methodology for prioritisation of work will be developed by MHCLG and relevant stakeholders based on data collected and will take into account factors including but not limited to fire safety risk.
  - e. Local Authorities are able to refer challenging and complex cases to the Joint Inspection Team. Once referrals are accepted the JIT supports local authorities in conducting full, comprehensive, expert HHSRS assessments and report their findings and recommendations to the requesting local authority.
  - f. The team is made up of experienced Environmental Health Officers, with access to a fire engineer provided via the NFCC. It will also involve building control resources and legal personnel and will require sufficient back-office support.

9. The Joint Inspection Team is a joint venture between MHCLG and the LGA. It is convened and hosted by the LGA and funded by MHCLG.

#### **Extension of the remit of the Joint Inspection Team**

10. While MHCLG continues to support local authorities in taking strong enforcement action against owners of buildings with unsafe ACM cladding through the Joint Inspection Team, effective progress has been made in getting remediation works on these buildings started.
11. In line with the department's expectation that local authorities take on a greater role in achieving the remediation of buildings with unsafe non-ACM cladding, and that local authorities should be building their capacities and capabilities so that they can interact more effectively with each other and with the new Building Safety Regulator when it becomes operational, the department's work on enforcement has evolved to focus more strongly on building greater capability within local authorities to take enforcement action against buildings with unsafe non-ACM cladding.
12. To support this, the focus of the Joint Inspection Team's work is changing from supporting local authorities in undertaking inspections on individual ACM-clad buildings to providing enforcement training and advice more broadly to local authorities to support their work in engaging with owners of buildings with unsafe non-ACM cladding.

## Annex B

### AGREEMENT BETWEEN MHCLG AND LOCAL GOVERNMENT ASSOCIATION FOR THE PRIVATE SECTOR BUILDING REMEDiation JOINT INSPECTION TEAM 2021/2022

#### GRANT TO LOCAL GOVERNMENT ASSOCIATION Year ended 31 March 2022

### STATEMENT OF GRANT USAGE

#### Eligible expenditure

Please complete this table, on a cash paid basis, net of all recoverable VAT, to the nearest £1. Ignore any contributions in kind.

Name of Organisation	Insert Name of Grant Recipient	
Name of Approved Project	Insert Project name	
DCLG Funded Expenditure Type		(£)
Other Expenditure		
TOTAL EXPENDITURE		

<b>Paid for as follows</b>	<b>(£)</b>
Contribution from DCLG	
Matching funding from own partners' resources	
Other funding	
<b>TOTAL</b>	
<b>Under spend on Grant (if applicable)</b>	

**To the Accounting Officer for the Ministry of Housing, Communities and Local Government**

I certify that to the best of my knowledge and belief the above table is a complete and accurate record of the eligible expenditure in the year [x] to [31 March 2022], as defined in the funding agreement between the grant recipient and the Secretary of State dated.

Signed by the chief finance officer or equivalent

Signature

Name (BLOCK CAPITALS)

Date

Please return this form to the nominated contact in the Ministry of Housing, Communities and Local Government, named at the end of the funding agreement. If the grant funding is over £20,000, then this Statement of Grant Usage form will also need to be accompanied by a report from an independent reporting accountant.



## **Annex C**

### **GUIDANCE TO REPORTING ACCOUNTANTS**

#### **Definition of reporting accountant**

A reporting accountant is an accountant or firm of accountants appointed by the grant recipient who is/are independent of the grant recipient using the definition given in section 1214 of the Companies Act 2006, and holding a current practising certificate, or equivalent, issued by one of the following:

The Institute of Chartered Accountant in England & Wales  
The Association of Chartered Certified Accountants  
The Chartered Institute of Public Finance and Accountancy  
The Chartered Institute of Management Accountants  
The Institute of Chartered Accountants of Scotland  
The Institute of Chartered Accountants in Ireland  
The Association of International Accountants

Where the grant recipient qualifies for the Charities Commission exemption from a full audit under the Charities Act 2006, S.77 (S.I 2008/527), in addition to the above practicing certificates, the Department will also accept a signed SGU from those holding a current practicing certificate from:

Association of Authorised Public Accountants  
Association of Accounting Technicians Association of International Accountants  
Institute of Chartered Secretaries and Administrators  
Fellow of the Association of Charity Independent Examiners

Please note that the Department does not apply the condition that those organisations with income (subject to the Charities Act, 2006) under £25,000 are not required to be subjected to external scrutiny. Although they may still appoint members of the above four bodies to sign off the Statement of Grant Usage.

#### **Tripartite letter of engagement**

The Ministry of Housing, Communities and Local Government ("the Department") will sign a tripartite letter of engagement, if reporting accountants require this, setting out matters in addition to this guidance. In which case the reporting accountants should agree the wording of the letter with the Department. Engagement letters should be sent to the contact named on the grant offer.



In the letter of engagement, reporting accountants may explain that their work consists of tests carried out on a sample basis and there can be no guarantee that fraud, misrepresentation or errors will be detected. They may also state that their work is not an audit and is not carried out in accordance with all Auditing Standards.

The letter of engagement should not say that accountants will carry out procedures solely to be able to report on whether the information has been accurately extracted from the underlying records of the grant recipient nor that their work will be carried out on the assumption that all of the information provided to them by the grant recipient is reliable and complete.

Suggested wording for the letter can be supplied if required.

### **Reporting accountants' reports**

Reporting accountants' reports should be addressed to the Accounting Officer for the Ministry of Housing, Communities and Local Government, and returned with the Statement of Grant Usage to the nominated contact named at the end of the funding agreement. A copy of any signed tripartite letter of engagement should be attached to each report. Accountants' reports that give an unqualified opinion should contain, as a minimum, an opinion on the reliability of the Statement of Grant Usage.

### **Example:**

"We have read the funding agreement between [ ] and the Secretary of State dated [ ].

In accordance with our engagement letter dated [ ] ('the engagement letter'), a copy of which is attached, we have examined the attached Statement of Grant Usage, each page of which we have initialled for identification purposes only, in relation to the grant, reference [ ], for the period [ ] to [ ].

The Statement of Grant Usage has been prepared by, and is the sole responsibility of, the management of [ ]. Our responsibility, under the terms of our engagement letter is to form an opinion on the basis of the work performed, and report our opinion to [ ] and the Ministry of Housing, Communities and Local Government.

Our work was directed to those matters which in our view materially affect the Statement of Grant Usage, and was not directed to the discovery of errors or misstatements that we consider to be immaterial. Whilst we perform our work with reasonable skill and care, it should not be relied upon to disclose all misstatements, fraud or errors that might exist.

We have also examined the records of [ ], carried out such tests as we consider necessary and received such explanations from the management of [ ] as we consider necessary to enable us to form our opinion.

#### Opinions:

(1) On the basis of the work performed, in our opinion we have obtained sufficient and appropriate evidence that the Statement of Grant Usage, in all material respects, fairly presents [or reflects] the eligible expenditure in accordance with the definition of eligible expenditure set out in the funding agreement between [ ] and the Secretary of State, during the period [ ] to [ ].

(2) In the course of our work nothing came to our attention that is inconsistent with the statements made in the certificate signed on behalf of [ ], which forms part of the Statement of Grant Usage.

This report is provided for the purpose of allowing [ ] to meet its reporting obligations in respect of grants receivable from the Ministry of Housing, Communities and Local Government and on the basis that it is for use by [ ] and the Ministry of Housing, Communities and Local Government only.”

In the case of reports that give unqualified opinions, any significantly different form of words in the opinion paragraphs should be agreed by the reporting accountants with the Department’s Finance Business Partners (contact details can be obtained from the nominated contact at the end of the funding agreement). Changes will only be acceptable as long as they do not amount to a significant restriction in the ability of the Department to rely on the reporting accountant’s opinions, beyond that described in this guidance. Any qualification to the opinions, any added emphasis, any limitation of scope that the reporting accountants encounter or any disclaimer of opinion should be supported by as complete an explanation as possible; for example, if there is any uncertainty, the reporting accountants should state what amount is uncertain or in dispute, and the facts relating to it.

### **Signing reports**

With their signature, reporting accountants should write their name or give a reference that can be quoted if there are any queries. In addition, they should give their postal address, telephone number and, if possible, their email address.

### **Materiality**

For the purposes of the work carried out by reporting accountants, amounts should be considered material if it is thought likely that they affect total eligibility for grant in the funding period by an amount exceeding 1% of the grant received in the year, or exceeding £1000, whichever is the least. Notwithstanding this, all errors found by the reporting accountants, of whatever amount, must be corrected on the Statement of Grant Usage, by the grant recipient.

### **Disputed amounts**

Reporting accountants need not seek to exclude all items from the Statement of Grant Usage where the eligibility is disputed but should report the facts in their report for consideration by the Department. However, wherever possible, reporting accountants should give unqualified opinions, rather than opinions that are “subject to” or “except for”.

### **Limit of liability**

We do not expect the reporting accountants to assume any liability to pay damages for losses arising as a result of breach of contract or professional negligence on their part in respect of their opinion on the Statement of Grant Usage, to any person other than the Department.

In any case, reporting accountants' liability, in respect of damages resulting from professional negligence may be limited to the lower of:

- a) the amount of grant received by the grant recipient for the funding period plus any recovery costs incurred by the Ministry of Housing, Communities and Local Government, and .....
- b) £1,000,000.

### **Duty of care**

In accepting the assignment described in this guidance, reporting accountants accept that they owe a duty of care to the Accounting Officer for the Ministry of Housing, Communities and Local Government.

Reporting accountants should note that:

a) the nature and extent of their tests is solely a matter for their professional judgement, and

b) their work will not be monitored by the Department (but see below, under National Audit Office).

### **National Audit Office**

In certain circumstances, the National Audit Office may ask to visit reporting accountants to discuss their methodology and findings. Reporting accountants are asked to co-operate with the National Audit Office as far as reasonably possible. Information gained by the National Audit Office in this way will not be used, without the reporting accountants' permission, for any purpose other than their audit of the Department's annual accounts.

### **Access to government information**

The Department will not ask for anyone's permission before showing grant documents including reports from reporting accountants to the following:

Ministers of the Crown

Officials of the Ministry of Housing, Communities and Local Government

Other Civil Servants and EC officials who have a legitimate need for the information

The Comptroller and Auditor General

Employees of the National Audit Office

Parliament's Committee of Public Accounts.

In addition to the above, the Freedom of Information Act obliges the Department to disclose certain information, on request, to any member of the public.

### **Other guidance**

Technical Release 01/10 *Framework Document for Accountants' Reports on Grant Claims*, issued by the Institute of Chartered Accountants in England & Wales is applicable to this work. There is also a Practice Note issued by the Auditing Practices

Board: *The Audit of Central Government Financial Statements (revised)*. This is not intended to apply to grants, but it contains definitions and explanations that reporting accountants might find useful.

If the reporting accountants need further advice or clarification, they can write to the named contact on the grant offer who will liaise with the Finance Business Partner in the Department.

Annex D

VARIATION REQUEST

WHEREAS the Grant Recipient and the Secretary of State for Communities and Local Government 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  
Housing, Communities and Local  
Government**

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

## Annex E – Grant claims in arrears



Ministry of Housing, Communities & Local Government

[INSERT PROGRAMME NAME]: GRANT [INSERT FUNDING PERIOD] TO [INSERT ORG]

### GRANT CLAIM IN ARREARS

PERIOD ..... to .....

Name, email address and telephone number of person at [INSERT ORG] to whom queries about this form can be made

--

Please complete the tables, on a cash paid basis, net of all recoverable VAT, to the nearest £1. Ignore any contributions in kind.

Expenditure	£
1. Cumulative actual eligible expenditure up to this claim period = total eligible expenditure	

Grant Funding payable	£
2. Amount of grant paid to date (if applicable)	
3. Grant funding payable in arrears for this claim period (boxes 1 - 2)	

For reference - maximum amount of grant that has been utilised	£
4. Maximum amount of grant (as per funding agreement)	
5. Total amount of grant currently claimed/paid (boxes 2 + 3 = box 1)	
6. Amount of grant available in a future funding period (boxes 4 - 5)	



**Bank details**

If your bank account details have changed since the previous payment of grant please give details, otherwise leave blank.

Name of Bank Account  
.....

Bank Account No .....

Sort Code .....

Name and Address of Bank  
.....  
.....  
.....

**To the Accounting Officer for Housing, Communities and Local Government.**

We hereby claim the amount shown in line F, above, which to the best of my knowledge and belief we are entitled to claim according the funding agreement between ourselves and the Secretary of State.

Signed by the Chief Finance Officer or equivalent

Signature

Name (BLOCK CAPITALS)

Date

Please return this form to the main contact in the Ministry of Housing, Communities and Local Government, named in the funding agreement.

In the matter of a 2<sup>nd</sup> Indemnity Agreement between –

THE LOCAL GOVERNMENT ASSOCIATION

AND

THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT

AND

THE IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT

--

### EXTENDED INDEMNITY AGREEMENT

This agreement ("the Extended Indemnity Agreement"), providing for the extended indemnification of specified contingent liability arising from grant assistance by the Secretary of State to the Local Government Association for the work of a proposed Joint inspection Team, is made on 23 June 2021, between the following parties ("the Parties") –

- (1) The Secretary of State for Housing, Communities and Local Government whose head office is at Fry Building, 2 Marsham Street, London SW1P 4DF (the "**Department**"); and
- (2) The Local Government Association whose principal address is at 18 Smith Square, Westminster, London SW1P 3HZ (company number 11177145) (the "**LGA**"), and
- (3) The Improvement and Development Agency for Local Government, a private company limited by guarantee, whose registered office is 18 Smith Square, Westminster, London SW1P 3HZ, company number 3675577, incorporated by the Grant Recipient to deliver improvement support programmes and innovation in Local Government and having the aim to assist, advice and encourage local authorities to improve their performance through mechanisms which support and promote innovation and change (the "**IDeA**").

### Recitals

Whereas

1. The Parties entered into a Funding Agreement of the 22<sup>nd</sup> July 2019 ("the First Funding Agreement") and an Indemnity Agreement of the same date ("the First Indemnity Agreement") in relation to the setting up and operation of a Joint inspection Team ("JIT") to assist local authorities in relation to work arising from the Grenfell Disaster,

2. The proposed work of the JIT was as set out in those two agreements,
3. However, the Parties now wish to expand the scope of the work of the JIT, but the LGA and the IDeA are not willing to do so unless the Department indemnifies the work of the JIT under its expanded role,
4. The Department intends to make a further second grant to the LGA for this expanded work of the JIT as set out in a second Funding Agreement of 23 June 2021, a copy of which is attached to this Indemnity Agreement ('the 2<sup>nd</sup> Funding Agreement'),
5. The Department is willing to provide the following extended indemnity to the LGA and IDeA,  
  
and
6. The parties wish to agree an extension to the Indemnity set out in the First Indemnity Agreement so as to facilitate the expanded scope of the JIT, as set out in the agreements referred to above and as set out herein,

*Now then it is agreed by each of the Parties as follows:*

*The Extended Indemnity*

1. Subject to the terms of this Second Indemnity Agreement, in consideration of the LGA and IDeA agreeing to continue to -
  - a. work with the Department in relation to the JIT set up in consequence of the two agreements of the 22<sup>nd</sup> July 2019, this Agreement and the 2<sup>nd</sup> Funding Agreement,
  - b. supervise the carrying out of the work of the JIT in accordance with the terms of the first and second and any further grants from the Department to the LGA in relation to the work of the JIT,
  - c. provide continued support for the development and ongoing functions of the JIT, and
  - d. to comply with the provisions of this agreement,

in relation to any claims arising from the acts and/or omissions of the JIT, for which the LGA or IDeA are, or are alleged to be, responsible, the Department will wholly indemnify the LGA and/or IDeA in respect of such sums which the LGA and/or IDeA shall become legally liable to pay to any third party as damages and/or interest and/or costs, and such reasonable costs and

expenses as are properly incurred by the LGA and/or IDeA in defending any such claim ("**the Extended Indemnity**").

*Scope of the Extended Indemnity*

2. The Extended Indemnity extends the Indemnity contained in the First Indemnity Agreement to damages and/or interest and/or costs which the LGA and/or IDeA shall become legally liable to pay by order of a court to any third party (or by reason of the LGA's and/or IDeA's reasonable settlement with any third-party claim) arising from the activities of the JIT set out in paragraph 3.
3. The activities of the JIT covered by this Extended Indemnity include (but are not limited to) -
  - a. All matters within the scope of the 2<sup>nd</sup> Funding Agreement attached hereto,
  - b. All matters relating to aluminium composite cladding material that are within the scope of the First Indemnity,
  - c. All matters relating to other types of unsafe cladding systems, including -
    - i. The advice given to Councils identifying private high-rise residential blocks with unsafe cladding systems, including advice on removing samples of unsafe cladding and/or insulation for testing and making good the cladding system;
    - ii. The advice given to Councils in relation to their powers under the Housing Act 2004 and the Housing Health and Safety Rating System, and advising on processes, procedures and enforcement associated with the Act and the System;
    - iii. The assistance given to those Councils in the drafting of schedules of work, notices and orders for enforcement under the Housing Act 2004 to be issued by councils the JIT works with;
    - iv. The advice given to Councils on the preparation of prosecutions through the relevant tribunals and courts, including the preparation of any forms, documents and witness statements in regard to such buildings;

- v. The expert witness evidence given by members of the JIT for Councils in relevant tribunals and courts;
  - vi. The carrying out on-site of Housing Health and Safety Rating assessments of private high-rise residential blocks with unsafe cladding systems by the JIT;
  - vii. Any other relevant activity of JIT staff while on visits and working away from the LGA offices on work relevant to buildings with unsafe cladding systems;
  - viii. Relevant training for Council staff;
- and
- ix. Such further and additional matters as may be formally agreed between the Parties in writing as being within the scope of the work of the JIT.

*The period of the indemnity*

- 4. Save as set out in paragraph 5, the Extended Indemnity applies in relation to any and all claims brought
  - a. During the time when the JIT is in operation (which both parties currently expect will be about twelve months from the date of this agreement, but may be longer or shorter), and
  - b. Within a period of 6 years the beginning of from the date which is the day after the date of practical completion (as agreed between the parties) of the final piece of work of the JIT.
- 5. In relation to any claims in respect of personal injury or death arising from the acts or omissions of the JIT the Indemnity continues for a period of one hundred and twenty-five years beginning from the date which is the day after the date of completion (as agreed between the parties) of the final piece of work of the JIT.
- 6. All or any claims that are commenced within the periods set out in the preceding paragraphs 4 and 5, will remain within the scope of the Extended Indemnity until they are concluded by settlement or withdrawal, or a final order concluding all matters, which order is no longer open to appeal.

*Information sharing and subrogation*

7. The LGA, IDeA and the Department agree to keep each other informed, as soon as is reasonably possible, where possible within 28 days, of any potential liabilities that might be the subject of indemnification; they both agree to inform the other as soon as possible on becoming aware of the possibility of such a claim arising.
8. It is agreed between the parties that a party is not in fundamental breach of this agreement solely by reason of failing to supply information to the other within the terms of this agreement.
9. The LGA and IDeA agree to provide the Department with all necessary information as to the conduct of any proceedings subject to this indemnity agreement and to permit the Department to be subrogated in relation in relation to any such proceedings.

#### *Resolution of disputes*

10. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Extended Indemnity Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
11. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in paragraph 10, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
12. If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

#### *Governing law Settlement of disputes*

13. This agreement shall be interpreted and applied in accordance with the law of England and Wales.

#### *Continuity of the First Indemnity Agreement*

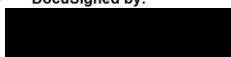
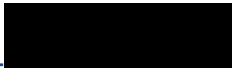

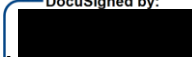
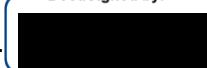

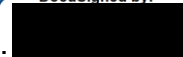
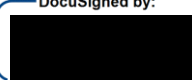

14. It is expressly agreed, and noted by the Parties for the avoidance of doubt, that this Extended Indemnity Agreement does not operate in any way to diminish or limit the indemnity granted by the First Indemnity Agreement.

#### *Continuation*

15. This agreement will endure until it is terminated or amended by the mutual written agreement of the parties.

*Counter – parts*

16. This Extended Indemnity Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

Authorised to sign for and on behalf of the Secretary of State for Housing, Communities and Local Government	Authorised to sign for and on behalf of the LOCAL GOVERNMENT ASSOCIATION
Signature  ..... <small>DocuSigned by: 81C449F7C07F451...</small> Name in Capitals...CAROLE ZELENKA..... Witnessed by  ..... <small>DocuSigned by:</small> Name in Capitals...  ..... Address 2 Marsham Street, SW1P 4DF ..... .....	Signature  ..... <small>DocuSigned by: 257FAEA12D7F495...</small> Name in Capitals...MARK LLOYD..... Witnessed by  ..... <small>DocuSigned by:</small> Name in Capitals...  ..... Address 18 Smith Square, London, SW1P 3HZ ..... .....
Dated 23 June 2021	Dated 23 June 2021
Authorised to sign for and on behalf of the Improvement and Development Agency for local government	
Signature  ..... <small>DocuSigned by: 257FAEA12D7F495...</small> Name in Capitals...MARK LLOYD..... Witnessed by  ..... <small>DocuSigned by:</small> Name in Capitals...  ..... .....	



18 Smith Square, London, Address.....SW1P 3HZ .....
Dated 23 June 2021