

2nd April 2025

Ref: London Borough of Havering – Step Down Grant Agreement

By email to: Robert.ditsell@haverling.gov.uk

Cc'd: mark.howard@haverling.gov.uk

Dear Robert

Step Down Grant Agreement – Warm Homes Social Housing Fund Wave 3 ('the Project')

The London Borough of Camden as the Host Member of London's Strategic Partnership for Warm Homes Social Housing ('LSP') is pleased to confirm approval of your funding application in relation to the Project.

The London Borough of Camden has entered into a grant agreement with the Secretary of State for Energy Security and Net Zero (DESNZ) in respect of the Project (the Grant Agreement). The London Borough of Camden is subcontracting the grant received from DESNZ to a number of parties including the grant as set out in the Funding Particulars to you (the Subcontracted Grant).

This Offer Letter, and the documents attached to it, constitute the terms and conditions of the Subcontracted Grant ('the Agreement'). The Agreement is therefore made up of the following Parts, which are to be read as a single document:-

- a) **Part 1 – this Offer Letter** – which you are required to sign to confirm your acceptance of the Subcontracted Grant on the terms and conditions set out in this Agreement;
- b) **Part 2 – the Funding Particulars** – which sets out the amount of the Subcontracted Grant you will receive and the specific key terms which apply to the provision of the Subcontracted Grant;
- c) **Part 3 – the Grant Funding Terms** – the Grant Agreement shall apply, on a back to back basis, subject to the changes set out in this Part;
- d) **Part 4 - Grant Agreement** – the agreement to be entered into between the DESNZ and the Host Member which shall be materially in the form in this Part with the final executed version notified to You following its execution; and
- e) **Part 5 – Partnership Agreement** – the agreement to be entered into between all parties providing the governance framework for the management of the LSP.

The words and expressions used in this Offer Letter have the meaning set out in the Grant Funding Terms at Part 3. The expressions 'You' and 'Yours' means the 'Grant Subcontractor'.

Next Steps

You are required to sign one copy of this Offer Letter and send it to Devonshires Solicitors at the following address within fourteen (14) days of receipt:-

FAO: Matthew Waters

30 Finsbury Circus, City of London, London EC2M 7DT

London Borough of Camden shall sign a copy of this Offer Letter, completed in counterparts.

This Agreement shall be dated upon the Grant Agreement being executed. Once dated, a copy shall be returned to you for your records.

Please note that London Borough of Camden will be unable to release any payment to You until London Borough of Camden receives the signed Offer Letter from You in hard copy. London Borough of Camden reserves the right to rescind the offer of the Subcontracted Grant if London Borough of Camden does not receive a signed Offer Letter within fourteen (14) days of the date of this Offer Letter.

Effect of Acceptance of the Grant

In signing this Offer Letter, You confirm that:-

- a) You accept the Subcontracted Grant offered on the terms of the Agreement;
- b) You are duly authorised to accept the Subcontracted Grant by the Grant Recipient;
- c) You will comply in full with all obligations set out in the Agreement; and
- d) You understand that London Borough of Camden may withhold, or require repayment of, the Subcontracted Grant if You fail to comply in full with Your obligations as set out in the Agreement.

IN WITNESS whereof the duly authorised representatives of the Parties have signed this Agreement on day of 2025.

SIGNED by [insert authorised
signatory's name] for and on behalf of
London Borough of Camden

.....
Signature

.....
Name

.....
Title

.....
Date

SIGNED by [insert authorised
signatory's name] for and on behalf of
London Borough of Havering

.....
Signature

.....
Name

.....
Title

.....
Date

PART 2 – FUNDING PARTICULARS

Project	Warmer Homes Social Housing Fund Wave 3 Grant Programme
Grant Subcontractor	LONDON BOROUGH OF HAVERING
Grant Subcontractor's Address for Notice	Town Hall, Main Road, Romford, RM1 3BD
Application Approval Date	28 th February 2025
Additional Preconditions	N/A
Agreed Purposes – Assets to be Funded	<p>The Agreed Purpose is as follows:</p> <p>To deliver the Warm Homes Social Housing Fund Wave 3 programme for the London Borough of Havering in accordance with the Grant Terms.</p>
Key Milestones	<ul style="list-style-type: none"> - Begin delivering retrofit measures using grant funding on or after the commencement date of this agreement - Spend all allocated grant by 31st March 2028 - Spend all agreed co-funding and complete measures to the total number of homes listed under 'Agreed Outputs' in these funding particulars by 30th September 2028
Agreed Outputs	Deliver retrofit measures to at least 205 homes over the course of the Warm Homes Social Housing Fund Wave 3 programme.
Amount of Grant	£2,073,529.00
Match Funding Required	£5,119,091.00
Funding Profile	The Grant Subcontractor shall deliver against the funding profile set out in the Partnership's Operations Plan (to be agreed by the Partnership Steering Group from time to time).
Agreed Completion Date	30 th September 2028
Commercially Sensitive Information	N/A
Agreed Share of Assurance Framework Costs	No more than 5% of the total Warm Homes Social Housing Fund Wave 3 grant funding (equivalent to no more than one third of the Administration & Ancillary subset of the total grant) received by the Grant Subcontractor

PART 3 –GRANT FUNDING TERMS

The Grant Agreement terms shall apply on a back to back basis as the Grant Funding Terms applicable under this Agreement so that the Authority in the Grant Agreement shall be read as London Borough of Camden and the Grant Recipient shall be read as the Grant Subcontractor interpreted as required to give effect to the sub-contracting nature of the relationship between London Borough of Camden and the Grant Subcontractor and only relating to the Funding Particulars as set out in Part 2 and subject to the following changes and clarifications:

Clause no.	Area	Amendments / clarifications
4	Payment of Grant	<p>In the event that another grant subcontractor does not deliver all of its allocated programme the Host Member and the Grant Subcontractor may agree to vary the levels of Subcontracted Grant to utilise the 'spare capacity' in the programme.</p> <p>Without prejudice to either Party's discretion to approve or reject proposals, the parties agree to work together in good faith to consider the potential for varying the Subcontracted Grant allocated in order to maximise the success of the Partnership.</p> <p>When making payments to each of the Grant Subcontractors, the London Borough of Camden has the right to retain the relevant agreed Ancillary and Admin funding portion of the Grant. This funding shall be paid to the London Councils for their fulfilment of the role of Secretariat Provider for the duties contained within the Partnership Agreement.</p>
8	Monitoring and Reporting	The Grant Subcontractor will comply with the reasonable additional requirements of the Host Member in terms of monitoring and reporting in recognition of the Host Member's need to effectively manage the entire programme and the Grant Agreement obligations regarding reporting to DESNZ.
9	Auditing and Assurance	<p>The Grant Sub-contractor shall directly provide the Authority with the access and assurance rights the Authority has under the Grant Agreement including the right to access relevant records of all Funded Activities under clause 9.2.</p> <p>The Grant Subcontractor shall retain all records required for a period of 2 years from the date on which the Funding Period ends in accordance with clause 9.6.</p>
10	Assets	The Authority's rights of ownership and approval as set out in clauses 19.6 to 19.10 shall apply directly to any Assets of the Grant Sub-contractor.
26	Changes to the Authority's Requirements	The London Borough of Camden will only notify of changes where reasonably necessary as a result of the Authority notifying the Grant Recipient.

PART 4 –GRANT AGREEMENT



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-housing-fund-wave

Part 5 – Partnership Agreement



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