

DATED

2019

**THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF LAMBETH**

- and -

SOUTH COAST FURNISHING COMPANY LIMITED

AGREEMENT

**for works in relation to the Heritage Lottery Funded Brixton Townscape Heritage Initiative (THI)
for the property at Reliance Arcade, 455 Brixton Road, London SW9 8HH within the London
Borough of Lambeth**

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THIS AGREEMENT is dated the _____ day of 2019

BETWEEN:-

- (A) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London SW2 1RW (hereinafter referred to as “the Council”)
- (B) **SOUTH COAST FURNISHING COMPANY LIMITED** registered freeholder of the Property (hereinafter referred to as the “Grantee”)

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

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| “the Agreement” | means this legal agreement made between the named parties in respect to the grant-aided works funded under the Brixton Townscape Heritage Initiative |
| “the Application Process” | means the grant application process that the Grantee needs to complete in order to access the grant funding |
| “the Architect” | means the architect appointed by the Grantee to design and manage the Grant Project on their behalf |
| “the Architect’s Certificate” | means an interim certificate issued by the Architect to confirm the completion of works at stages in accordance with the Schedule of Works and/or agreed Variations to the Works |
| “the Brixton Townscape Heritage Initiative” | means the Brixton Townscape Heritage Initiative scheme which is supported by the Trustees of the National Heritage Memorial Fund (NHMF) through the Heritage Lottery Fund |
| “the Common Fund” | means the total amount of monies committed to the Brixton Townscape Heritage Initiative by the Funding Bodies |
| “the Practical Completion Certificate” | means the final certificate issued by the Architect to confirm that the Works have been completed in accordance with Clause 7 below |
| “the Contractor” | means the contractor with whom the Grantee enters into the Works Contract |
| “the Eligible Works” | means the works eligible for a grant contribution from the Brixton Townscape Heritage Initiative and more particularly described in Appendix 3 |
| “the Final Grant Payment” | means the last payment of grant, made after the issue of the Practical Completion Certificate in accordance with Clause 8 below |

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| “the Funding Bodies” | means the National Heritage Memorial Fund (NHMF), the London Borough of Lambeth (the Council) and any other organisations who have committed funds to the Brixton Townscape Heritage Initiative Common Fund |
| “the Grant” | means the amount of £598,356.27 (five hundred and ninety eight thousand three hundred and fifty six pounds and twenty seven pence) offered to the Grantee towards the Total Cost of the Works, to be paid from the Common Fund |
| “the Grant Offer” | means the grant offer made to the Grantee in respect of the Grant Project by letter dated 5 February 2019 |
| “the Grant Project” | means the repair and refurbishment works at the Property which are to be paid for by the Grant and the Owner’s Contribution |
| “the THI Area” | means the properties within the THI area border shown in the THI round 2 bid document. |
| “the Owner” | means the freehold owner(s) of the Property or the lessee of the Property with an unexpired term of more than 10 years without a break clause to whom the Grant is being offered (and termed the Grantee in this Agreement) |
| “the Owner’s Contribution” | means the amount of £255,762.07 (two hundred and fifty five thousand seven hundred and sixty two pounds and seven pence) which is the Owner’s estimated contribution to the Total Cost of the Works |
| “the Site Plan” | means the site plan of the Property marked which is at Appendix 1 |
| “the Parties” | means all parties who are signatories to this Agreement |
| “the Property” | means Reliance Arcade, 455 Brixton Road, London SW9 8HH which is registered at the Land Registry under Title Number/s and is shown for identification purposes only edged red on the Site Plan |
| “the Schedule of Works” | means the schedule of the works to be carried out to the Property by the Contractor as set out in the drawings numbered at Appendix 2 and the schedule of works at Appendix 3 to this Agreement |
| “the Scheme” | means the Brixton Townscape Heritage Initiative which is supported by the Trustees of the National Heritage Memorial Fund (NHMF) through the Heritage Lottery Fund |

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| “Snagging Items” | means such minor omissions, imperfections, defects and faults in the completed Works identified in the snagging list and remedied prior to issue of the Practical Completion Certificate |
| “Total Cost of the Works” | means the Grant plus the Owner’s Contribution |
| “the Start Date” | means the date the Works are commenced by the Contractor |
| “the Variations to the Works” | means any alterations or variations made to the Works in accordance with Clause 3.10 below |
| “the Works Contract” | means the contract to be entered into by the Grantee with a contractor to carry out the Works substantially in the form of the JCT Intermediate Building Contract 2016 |
| “the Works” | means the agreed refurbishment and improvement works to be carried out at the Property under the Grant Project |

1.2 Interpretation

- 1.2.1 Reference to plant, machinery or equipment shall include any goods, materials, erections or other structures (including a structure in the name of a building).
- 1.2.2 Reference to masculine, feminine or neutral genders shall include the other genders and reference to the singular number shall include the plural and vice versa.
- 1.2.3 Reference in this Agreement to any clause or sub-clause shall mean a clause or sub-clause of this Agreement.
- 1.2.4 The clause paragraph and Schedule headings and any table of contents do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.2.5 References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

2. BACKGROUND

- 2.1 The Grantee is the Owner of the Property. The Grantee warrants that he either owns the freehold of the Property or holds a lease of the Property with an unexpired term of at least 10 years without a break clause.
- 2.2 The Council is the local authority for the area in which the Property is situated and is administering the Brixton Townscape Heritage Initiative (“the Scheme”) to make funds available for the conservation-led regeneration of heritage properties within Brixton town centre.

- 2.3 The Council has resolved to make a grant offer in respect of the Grant Project and is satisfied that the terms of this Agreement are likely to achieve the promotion or improvement of the economic, social & environmental wellbeing of the THI Area.
- 2.4 This Agreement is entered into by the Council under Section 1 of the Localism Act 2011, Section 137 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers. The undertaking to agree by way of this Deed to the local land charge is given under s16 of the Greater London Council (General Powers) Act 1974.
- 2.5 The Grantee has agreed to carry out the Works as described in the Grant Application numbered attached as Appendix 4 and detailed in the Schedule of Works (Appendix 3) and has agreed to pay the Owner's Contribution towards the Total Cost of the Works and to comply with their obligations set out below.
- 2.6 The Council has agreed to pay the Grant to the Grantee up to the maximum amount that has been offered in the Grant Offer letter dated **5 February 2019** on receipt of evidence in the form of paid invoices and payments will be at the appropriate percentage for each item of work completed, as set out in the Grant Offer and Schedule of Works.
- 2.7 The Grant has been calculated based on the tendered costs from Coniston Builders Ltd.

THE PARTIES HERETO AGREE AS FOLLOWS:

3. THE WORKS CONTRACT AND THE WORKS

- 3.1 The Grantee will carry out the Works described in the agreed Specification and Schedule of Works (Appendix 3) and abide by its obligations more particularly set out in the remainder of this Agreement.
- 3.2 The Grantee will use the Grant only to carry out the Eligible Works and will do so in accordance with current best practice in the conservation of historic buildings and to a quality appropriate for a project of importance to the national heritage. The Grantee must not carry out work to the Property that detracts in the Council's opinion from its value or integrity as a heritage asset, unless the Council otherwise agrees in writing.
- 3.3 The Grantee will appoint a conservation-accredited architect (or RICS building surveyor) for the duration of the grant project to design and manage the Works, certify progress and stage payments and act as a liaison between the Grantee and the Council.
- 3.4 That the Grantee will procure the Contractor(s) and any other goods or services in accordance with this procedure unless the Council agrees otherwise in writing:
 - a) If the total cost will be less than £10,000 the Grantee shall endeavour to obtain more than one quote and must in any event endeavour to obtain best value.
 - b) The Grantee must obtain at least three tenders if the total cost will exceed £10,000 and submit to the Council a summary of the tenders received and its reasons, if any, for not

accepting the lowest tender. If the Council disagrees with the Grantee's reasons for not accepting the lowest tender, the Council will reduce the Grant by an amount which bears the same proportion to the difference between the tender which the Grantee proposes to accept and the lowest tender as the Grant bore to the estimated cost of the relevant works, goods or services.

- 3.5 The Grantee must notify the Council of any interest that that it, or any individual employed or engaged by it, or with a personal or other close association with any such individual, has or may have with the procurement or with any potential contractor.
- 3.6 The Grantee will enter into the Works Contract with the Contractor prior to the commencement of any Works on site.
- 3.7 The Grantee acknowledges that it has obligations under the Construction (Design and Management) Regulations 2015. The Grantee shall strictly comply with those Regulations.
- 3.8 The Grantee is responsible for obtaining any statutory consents, approvals, permissions, or any other clearance whatsoever required, including freehold or leasehold owner consent, before the Works begin.
- 3.9 That unless the Parties agree otherwise in writing the Works shall commence within two months of the date of this Agreement (by **5 April 2019**) and be completed within 6 months of the Start Date.
- 3.10 That if in the opinion of the Architect or the Contractor it becomes necessary or expedient to alter or vary any part of the Works the Grantee will seek the agreement of the Council before proceeding and any variations shall become the Variations to the Works. The Council may require drawings or other information showing details of any amendments to the agreed Works.
- 3.11 The Council shall pay the Grant to the Grantee subject to the Grantee abiding by its obligations in this Agreement and in accordance with the procedure and subject to the caveats and other provisions in this Agreement.

4. INSURANCE

- 4.1 Whilst the Works are in progress and following the issue of the Practical Completion Certificate the Grantee shall be responsible for the insurance of the Property. This may include taking out or amending existing insurance policies to ensure that the building insurance adequately covers the Property, including the full reinstatement costs of any Works carried out under the Grant Project. During the Works the insurance must be held in the joint names of the Grantee and the Contractor unless the Council agrees otherwise.
- 4.2 The Grantee shall be responsible for notifying his insurers of the extent and duration of the Works in respect of the Property. Any additional costs arising as a direct requirement of the insurers shall be borne by the Grantee.
- 4.3 The Grantee must provide the Council with copies of their insurance policy (or policies) as soon as practicable before the commencement of the Works or upon request.

- 4.4 The proceeds of all claims under the insurance policy must be applied by the Grantee towards the cost of the reinstatement of the Property, including the Works carried out under the Grant Project, as necessary.
- 4.5 If, in the opinion of the Council, such reinstatement is not reasonably practical due to the extent of the damage caused to the Property, the Grantee must apply an appropriate portion of the proceeds of the claims under the insurance to the repayment of the Grant in full.
- 4.6 The Grantee must comply with any conditions, claims recording, or accident notification and investigation procedures which may be required in connection with the insurance held pursuant to this Clause 4.
- 4.7 The Grantee shall be responsible for ensuring that the appointed Architect and Contractor hold appropriate levels of public liability insurance and any other necessary professional indemnity.

5. ACCESS

- 5.1 The Grantee shall permit or procure access to the Property by the Council, the Heritage Lottery Fund and their respective representatives at any reasonable time as set out below or immediately in the case of emergency associated with the Works to carry out:-
 - a) inspections of the Property prior to the Start Date in order to verify that the Schedule of Works is in accordance with the scope of the Grant Project;
 - b) interim inspections of the Works when in progress;
 - c) final inspection of the Works after they have been completed.

6. PAYMENT OF GRANT

- 6.1 Claims for payment of the Grant must be made in arrears and accompanied by an itemised list of sums paid against eligible items in accordance with the agreed Schedule of Works.
- 6.2 The Grantee must submit a written claim for grant payment accompanied by evidence of paid invoices and an Architect's Certificate for completed works where relevant.
- 6.3 The Council will keep a 10% retention of the total Grant until the Council has received the Practical Completion Certificate and carried out a final inspection.
- 6.4 If the Grantee receives any refund of Value Added Tax it must offset these savings against the next grant payment request. In the event that any Value Added Tax refunds are received following completion of the Project, the Grantee must pay us the Grant percentage of the amounts of the Value Added Tax refunds he receives.
- 6.5 If the Works are completed for less than the cost estimate on which the Grant offer and this Agreement was based, the Grantee shall return to the Council any unspent Grant. Grant for these purposes will be deemed to have been spent pro rata with funds provided to carry out the Works from other sources.

7. COMPLETION OF WORKS

- 7.1 When the Works have been completed in accordance with the Works Contract and any agreed Variations to the Works, the Architect and Contractor will carry out a site inspection and agree any outstanding Snagging Items to be rectified prior to issuing the Practical Completion Certificate.
- 7.2 The Council will carry out a final inspection of the Works to ensure compliance with the Schedule of Works and any agreed Variations to the Works. This visit may include the taking of photographs in order to enable the Council to satisfy the monitoring requirements of the Heritage Lottery Fund.
- 7.3 Following the completion of any Snagging Items and the Final Inspection by the Council, the Architect will issue the Practical Completion Certificate on behalf of the Grantee to confirm that the works have been completed. Half the retention sum will be released at this stage, with the remaining 2.5% held until the end of the defects liability period.
- 7.4 The defects liability period shall run for 6 months from the date of the Practical Completion Certificate and the Grantee shall ensure that appropriate provision is made in the Works Contract.
- 7.4 Following completion of the Works the Grantee must insure the Property against such risks as is reasonable and appropriate in all the relevant circumstances in accordance with Clause 4.

8. FINAL GRANT PAYMENT

- 8.1 Following the Council's final inspection and receipt of the Practical Completion Certificate the Council will release the Final Grant Payment to the Grantee, effectively closing the Project.
- 8.2 The Final Grant Payment will include the grant percentage of the remaining retention sum. The Grantee will therefore need to ensure they retain the appropriate amount in order to pay the contractor the remainder of the retention sum at the end of the defects liability period.

9. DEFECTS LIABILITY PERIOD

- 9.1 The Grantee shall within the period of 30 days immediately preceding the expiry of the defects liability period carry out an inspection of the Works to the Property and shall direct the Contractor to carry out such remedial works as may be necessary on any defects to the Works as soon as practicable after the date of being notified of the defects. In any event the remedial works shall be completed within eight weeks from the date of notification.
- 9.2 On completion of any remedial works the grantee must pay the Contractor the remaining retention sum.

10. MAINTENANCE AFTER COMPLETION

10.1 Following the issue of the Practical Completion Certificate the Grantee must thereafter maintain the Property and the Works in a state of good repair and condition and in a manner consistent with the heritage value, character, appearance and amenity of the Brixton Conservation Area. This means:

- a) All glazing (internal and external including to facades, atrium roofs, Georgian house windows, upper level storage areas and shopfronts) shall be kept clean and washed regularly
- b) The building, internally and externally, is to be kept free of graffiti, stickers or other fly-posting. Suitable cleaning products and implements are to be provided on site for the use of tenants or arcade management to ensure any incidences of these can be removed without delay
- c) Any external shutters are maintained in good working order, kept clean and free of graffiti and fly-posting
- d) Any painted elements (e.g. windows to the Georgian house) shall be re-painted at least every 8 years, or sooner if required
- e) The building façades shall be kept free of clutter, including estate agent's boards, wires and cabling and adverts (including for businesses within the arcade, unless these are in locations approved by the Council as part of the Grant Project)
- f) Any stonework, including the Electric Lane faience façade, shall be kept clean and not painted
- g) Gutters shall be regularly cleaned and downpipes kept clear and any vegetation removed from the building promptly before it causes any damage to brickwork etc.
- h) The grant-aided works are not to be removed, altered, or otherwise changed without the consent of the Council, such consent not to be unreasonably withheld.

10.2 The Grantee shall allow representatives of the Council and the Heritage Lottery Fund reasonable access to the Property for the purpose of monitoring the Grantee's compliance with Clause 10.1 above and such rights of access shall subsist for ten (10) years from the date of the Final Grant Payment.

11 RENT AGREEMENT

11.1 The Council requires that the Grantee agrees to cap annual rents for existing tenants at the amounts shown in table 11.2 below for a period of five years from the date of this Grant Agreement.

11.2 Table of Capped Annual Rents for Reliance Arcade

| Unit | Business Name | Type | Lease start | Lease expiry | Next review | Annual rent cap £pa |
|-------|---------------------|--------------|-------------|--------------|-------------|------------------------|
| 1 & 3 | - | Food & drink | 25/12/2013 | 24/12/2022 | 25/12/2016 | £38,000 |
| 2 | - | Mobile phone | 25/12/2013 | 24/12/2022 | 25/12/2016 | £38,000 |
| 4 | - | CDs | 01/08/2011 | Holding over | Outstanding | £6,500 |
| 5 | Repairs & Computers | Computers | 25/12/2013 | 24/12/2022 | Outstanding | £6,500 |
| 6 | Waist Trainer | Hats | 01/02/2013 | Holding over | Outstanding | £6,000 |

| | | | | | | |
|-----------------|----------------------|-----------------------------------|------------|--------------|-------------|-----------------|
| 7 & 9 | - | Internet café/ snack bar | 01/10/2010 | Holding over | Outstanding | £8,750 |
| 8, 10 & 12 | Abrahams Barber | Western Union/ Hairdresser | 24/06/2005 | Holding over | Outstanding | £12,500 |
| 11 | Kakobe Fashions | Dressmaker/ alterations | 16/07/2001 | Holding over | Outstanding | £5,000 |
| 13 | Brixton Habesha Shop | Dried Food African CD | 25/12/2005 | Holding over | Outstanding | £2,500 |
| 14, 16, 18 & 20 | Black Gold | Cards | 08/07/2015 | 07/07/2024 | - | £13,440 |
| 15 & 17 | - | Bags, shoes, cosmetics, jewellery | 01/06/2014 | Holding over | Outstanding | £9,000 |
| 19 & 21 | - | Clothes, material | 29/09/1992 | Holding over | Outstanding | £9,000 |
| 22 | Europa Travel | Travel agents | 01/09/2014 | Holding over | Outstanding | £5,000 |
| 23 | Chinese Herbals | Chinese Herbals | 22/04/2003 | Holding over | Outstanding | £5,250 |
| 24 & 26 | Heels etc | Shoe repairs, key cutting | 17/12/2002 | Holding over | Outstanding | £9,500 |
| 25 | - | African CDs & DVDs | 01/05/2010 | Holding over | Outstanding | £5,000 |
| 27 | - | Eyebrow Threading | 01/09/2014 | Holding over | Outstanding | £5,000 |
| 28 & 30 | - | Dread Locks | 20/07/2017 | 19/07/2026 | 20/07/2020 | £9,500 |
| 29 | Cowrie Design | Fashion Clothing | 10/01/2014 | Holding over | Outstanding | £5,000 |
| 31 NEW | - | Coffee Import & Sales | 02/11/2018 | 02/11/2024 | 02/11/2021 | £7,200 |
| 32 & 34 | - | Hairdressers | 01/11/2007 | Holding over | Outstanding | £9,500 |
| 33 & 35 | Pure Vinyl | New & old vinyl records | 24/10/2018 | 23/10/2027 | 24/10/2021 | £10,250 |
| 36 | - | Retail clothing | 14/07/2012 | Holding over | Outstanding | £5,250 |
| 37 | Bag Bag Me | Prepacked foods, sportswear | 01/09/2013 | Holding over | Outstanding | £5,250 |
| 38 | - | Kente cloth & accessories | 15/06/2015 | Holding over | Outstanding | £5,250 |
| 39 | Giffities | Shoes | 01/01/2014 | Holding over | Outstanding | £5,250 |
| 40 | Giffities | Sale of Brazilian hair wigs | 01/07/2015 | 30/06/2024 | - | £4,800 |
| Store room | - | - | 24/12/2003 | Holding over | Outstanding | £3,000 |
| TOTAL | | | | | | £255,190 |

12. PUBLICITY, ADVERTISING AND FURTHER DEVELOPMENT

- 12.1 The Council and the Heritage Lottery Fund reserve the right to publicise the Project if they so wish and the Grantee hereby consents to the Council and Heritage Lottery Fund displaying their standard publicity notice at the Property.
- 12.2 The Grantee hereby agrees that no advertisement or development works (including but not limited to installation of signage or satellite dishes at the Property) shall be carried out to any part of the Property which has benefited from the Works unless the advertisement or development works have the necessary advertisement consent and/or planning permission.
- 12.3 The Grantee shall not use the names or logos of either the Council or the Heritage Lottery Fund for any purpose without the prior agreement of the Council.
- 12.4 The Grantee recognises that the Council is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or any other applicable legislation or codes governing access to information and that the Council may be under an

obligation to provide information on request. Such information may include matters relating to, arising out of or under, this Agreement in any way.

13. DETERMINATION OF AGREEMENT

13.1 If the Grantee fails to perform or observe any of the conditions on its part as set out in this Agreement the Council may without prejudice to its other rights, remedies and powers send the Grantee a written notice to terminate this Agreement and upon such notice being served this Agreement shall terminate immediately. Unless otherwise explicitly stated all of the Council's rights and all of the Grantee's obligations shall survive termination of the Agreement.

14. BREACH OF PROVISIONS OF THE AGREEMENT

14.1 It is a condition of the funding from the Heritage Lottery Fund that in certain circumstances the Council may recover the Grant from the Grantee.

14.2 For grants which include a Heritage Lottery contribution of £15,001 and above (total Grant of £20,001 or above) these circumstances apply for 10 years from the date of this Agreement.

14.3 The circumstances in which the Council may recover the Grant from the Grantee are:

- a) if any of the Grantee's conditions or obligations in this Agreement are breached;
- b) if the Grantee ceases to operate, is declared bankrupt or placed in receivership or liquidation;
- c) if the Grantee is shown to have completed the application for the grant fraudulently, incorrectly or misleadingly;
- d) if the Grantee acts fraudulently or negligently in carrying out the Works;
- e) if in the reasonable opinion of the Council the Grantee has failed to properly maintain or procure the proper maintenance of the Property and the Works;

14.5 Repayment or recovery of the grant may not be required if any breach is capable of being remedied and is remedied within whatever period is prescribed, or in relation to any element of the Works which has been completed, the heritage benefit of which the Council agrees is not jeopardised by failure to complete the remainder.

15. DISPOSAL OF THE PROPERTY

15.1 For Grants which include Heritage Lottery Funds of £15,001 and above (total Grant of £20,001 or above), if the Grantee sells or lets the Property or part of it ('a disposal') within 10 years of the signing of this Agreement, the Grantee must inform the Council and on completion of the sale or lease pay to the Council a proportion of the Grant calculated in the way described in Clause 14.2 below:

15.2 For fixed-percentage grants of £20,001 and above the following repayment clause applies:

- a) The council must be notified immediately in writing of any disposal of the whole or any part of the relevant interest in the Property, to take place within 10 years from the signing of this Agreement, by way of sale or exchange or lease for a term of not less than 21 years, or by gift (otherwise than by will). Notification must include details of the proposed purchaser or recipient of gift, and the proposed sale price.

- b) On completion of the disposal of the relevant interest, the Grantee must pay to us the Grant or a proportion of it calculated in accordance with the following formula:

$$\frac{G}{C} \times \frac{(CV - OV)}{10} \times (10 - Y) = R$$

Where:

G = the grant

C = the eligible cost of the project excluding VAT (if any) you have recovered

OV = the open market value of your interest in the Property agreed with us at the start of the Project being **£4,115,000**

CV = the open market value of your interest in the Property on completion of the disposal

Y = the number of complete years from the date of this Agreement

R = the amount we require to be repaid to us out of the proceeds of the disposal (not to exceed the total Grant paid)

- 15.3 The Grantee must ensure that repayment of the grant is made on or as soon as possible after the sale or lease of the property has been completed.
- 15.4 The Council may at any time assign or transfer the benefit or burden of this Agreement to the Trustees of the National Heritage Memorial Fund and allow it to conduct any proceedings against the Grantee for breach of it.
- 15.5 The Council reserves the right to suspend or stop payment of the Grant if the Trustees of the National Heritage Memorial Fund are unable to continue funding the Scheme (this is only likely to occur in the event that the National Lottery ceases operation or there are insufficient funds made available to the Trustees of the National Heritage Memorial Fund).
- 15.6 The terms and conditions in this Clause 14 will last for 10 years for grants including a contribution from the Trustees of the National Heritage Memorial Fund of £15,001 (total Grant of £20,001 or above) or more from the date of this Agreement.

16. LIABILITY AND INDEMNITY

16.1. The Grantee acknowledges that it cannot in law exclude liability for:

- a) death or personal injury caused by the negligence of the Grantee; and
- b) fraud or fraudulent misrepresentation committed by or on behalf of the Grantee.

16.2 The Council shall not be liable:

- a) to any person for any matter arising in connection with the development, planning, construction, operation, management and/or administration of the Works ("Participant");
- b) to the Participant or Grantee or any tenants, licensees or occupiers of the Property for any loss or damage arising directly or indirectly as the result of the Participant or Grantee complying with this Agreement; or

- c) to the Participant or Grantee for any losses or costs that arise from a failure by the Council to make Grant payments on any agreed date.

16.3 The Council shall not be liable for any consequential losses, including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Contractor howsoever caused. This includes disruption to trading that may occur during the course of the Works.

17. LOCAL LAND CHARGE

The Grant is a local land charge on the Property and will be registered as such by the Council on the Register of Local Land Charges after completion of this Agreement, to which the Grantee and any other party to this Deed consents. Such registration will remain on the Register for up to ten (10) years from the date of the Practical Completion Certificate as described in and required by Clause 7 of this Agreement. Thereafter the Council will arrange to remove the registration from the Register of Local Land Charges.

18. JOINT AND SEVERAL LIABILITY

Where a party to this Agreement includes more than one person any obligations of those persons shall be joint and several.

19. SUCCESSORS IN TITLE

The covenants and obligations contained in this Agreement shall be binding on each party's successors in title which shall include any business tenant/tenancy assigns or licensees, etc. of the Property. For the avoidance of doubt this undertaking is given under s16 of the Greater London Council (General Powers) Act 1974.

20. EXCLUSION OF THIRD PARTY RIGHTS - Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement confers or purports to confer on any third party (other than the parties to this Agreement and their successors in title) any benefit or any right to enforce any provision in this Agreement.

21. NOTICES

21.1 Any notice required to be given to the Council under this Agreement shall be in writing and may be served:

- a) by delivering the notice by hand to the Council's Chief Executive, Lambeth Town Hall, Brixton Hill, London SW2 1RW in which case the notice shall be deemed to have been served at the time it is so delivered provided a receipt is obtained; or
- b) by posting the notice in a pre-paid enveloped sent recorded delivery addressed to the Council and marked clearly for the attention of the Chief Executive at the address shown above, in which case the notice shall be deemed to have been duly served when a signature acknowledging its receipt has been obtained.

IN WITNESS whereof the parties hereto have signed this Agreement the day and year first before written.

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH was hereto affixed in the presence of:-

Authorised Signatory

EXECUTED as a DEED by _____ on behalf of South Coast Furnishing Company Ltd.

Grantee Signature

in the presence of:-

Witness Signature:

Name:

Address:

Occupation: