

# **GREATERLONDONAUTHORITY**

## **AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO British Fashion Council**

**between**

**The Greater London Authority**

**-and-**

**British Fashion Council**

## Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement above, organisations are also accepting the publication of the information set out below (by GLA officers) and confirming its accuracy:**

<b>Overarching grants programme:</b>	Culture and Creative Industries Unit, Creative Industries Growth Programme (the creative industries portfolio).	
<b>Description/Purpose of the grant: Brief explanation</b>	<p>A partnership project to <u>deliver</u>:</p> <ul style="list-style-type: none"> <li>• Support for London's world-class fashion sector through London Fashion Week;</li> <li>• Support for businesses through initiatives such as London Fashion Showcasing Fund;</li> <li>• Showcasing of diversity and emerging businesses through the London Fashion Showcasing Fund and other initiatives.</li> </ul>	
<b>The grant is for a total of:</b>	£610,000 (six hundred and ten thousand pounds)	
<b>The grant is awarded on:</b>	30/04/2021	
<b>The grant covers the following time period:</b>	From 1/04/2021 to 31/03/2022	
<b>It is awarded to:</b>	British Fashion Council	
<b>The recipient is:</b>	<p>A voluntary and community sector organisation: <input type="checkbox"/></p> <p>A social enterprise: <input type="checkbox"/></p> <p>Other: <input checked="" type="checkbox"/></p> <p>If "Other" please provide more detail</p>	<input type="checkbox"/> <input checked="" type="checkbox"/> X
<b>Company or charity registration number:</b>	Company number: <u>2050620</u>	
<b>It was awarded by:</b>	GLA, Culture and Creative Industries Unit, Good Growth	
<b>The award of this grant was formally approved by:</b>	MD2791 2020-21	

**IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED.** [REDACTED] [@london.gov.uk](mailto:[REDACTED]@london.gov.uk) / Post Point 11 / Tel extension: [REDACTED]

**THIS AGREEMENT** is made this 30 day of April 2021

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA (the "Authority" or the "GLA"); and
- (2) **BRITISH FASHION COUNCIL** (Company registration no: 2050620) of 33 Broadwick Street, Soho, London W1F 0DQ (the "Recipient")

**IT IS HEREBY AGREED THAT:**

**1. Background**

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its programme British Fashion Council by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are four million pounds sterling (£4,00,000, the Recipient has committed itself to meeting the Project Objectives and contributing three million and three hundred and ninety thousand pounds sterling (£3,390,000) to the Project ("the Recipients Contribution") and use all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

**2. The Project Objectives**

- 2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.

2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.

2.3 The Recipient shall:

(a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and

(b) where the meeting of Project Objectives consists of the achievement of:

(i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or

(ii) Project outputs, notify the Authority in writing immediately upon becoming aware that any Project outputs are likely to exceed or are likely to be less than the relevant agreed number of Project outputs set out in Schedule 10.

### **3. Duration of Agreement and Funding Breakdown**

3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until 31 March 2022.

### **4. Payment and Performance Monitoring Arrangements**

4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.

4.2 Where Project Objectives are to be met on a:

(a) Milestone basis, the provisions of Part A of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and/or

(b) Project Output basis, the provisions of Part B of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Monthly Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.

- 4.4 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so, evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 7.
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

## **5. Ineligible Expenditure**

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
- (a) activities or objectives not listed in Schedules 1 or 2;
  - (b) recoverable input VAT incurred;
  - (c) any liability arising out of the Recipient's negligence or breach of contract;
  - (d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
  - (e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

## **6. Financial Accountability**

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;

- (b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- (c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- (f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future;
- (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer); and (ii) Additional Funding received in the form of Schedule 8 as amended by the Authority from time to time. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- (h) make (complying always fully with the requirements of Data Protection Legislation) all relevant data, information and documents available and provide access at any time for:
  - (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
  - (ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any

other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and

- (i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 and 6.6 below.

6.3 The Recipient shall procure the maintenance of an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.

6.4 The Recipient shall keep a register of all Capital Assets which shall be accessible to the Authority, its agents and auditors upon request at all reasonable times. Where the GLA Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):

- (a) the date of purchase;
- (b) a description sufficient to identify it;
- (c) the purchase price excluding recoverable VAT;
- (d) any third-party interests or charges over the Capital Asset;
- (e) the location of the documentation showing the Recipient's title to the Capital Asset; and
- (f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

## **7. Breach of Conditions, Retention, Suspension, Withholding and Recovery of GLA Funding**

7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:

- (a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Outputs;
- (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- (c) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- (g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- (i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Project (those of particular relevance are listed in Schedule 4);
- (j) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones



and/or Project Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or

(ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or

(k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving 3 months' notice in writing to the Recipient.

7.5 In the event that the Authority exercises its right to terminate this Agreement under:

(a) Clause 7.1:

(i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;

(ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;

(iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and

(iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;

- (b) Clause 7.4:
  - (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
  - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 2.

7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Outputs, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1 rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Funding amount.

## **8. Procurement and Subsidy Control**

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- (a) using a fair and transparent documented decision-making process taking account of public sector accountability and probity;
  - (b) in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
    - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
    - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
  - (c) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all Subsidy Control Rules and shall ensure that all requirements for such rules are met.
- 8.3 In addition and without prejudice to the Recipient's obligations under Clause 8.2, unless otherwise notified by the Authority, the Recipient shall not:

- (a) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
- (b) disburse the GLA Funding to a Relevant Enterprise,

where such Assistance has a monetary (or equivalent) value exceeding the Subsidy Control Threshold.

8.4 In order to prevent any single Relevant Enterprise receiving Assistance in excess of the Subsidy Control Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:

- (a) obtain a completed Subsidy Control Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with such Assistance;
- (b) only provide such Assistance to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Assistance received by that Relevant Enterprise from the Authority or any other public body or public source above the Subsidy Control Threshold;
- (c) maintain copies of the Subsidy Control Disclosure Forms and information about the amount and nature of the Assistance provided for a period (in each and every case) of ten financial years after the date on which the Assistance is provided to the Relevant Enterprise in question; and
- (d) permit the Authority, its auditors and agents access to the Subsidy Control Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant Subsidy Control Rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy and Industrial Strategy and/or any other public body who has statutory responsibility for Subsidy Control Rules.

8.5 The Recipient shall notify the Authority when:

- (a) the value of Assistance provided under the Project to any single Relevant Enterprise reaches the Assistance Trigger Point; and
- (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.

8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Assistance received by the Relevant Enterprise complies with Subsidy Control Rules, including (without limitation) directing the Recipient not to provide the Relevant Enterprise with any further Assistance.

8.7 If the Authority directs it to do so the Recipient shall itself complete a Subsidy Control Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Assistance to the Recipient as a Relevant Enterprise and shall

fully cooperate with the Authority in utilising any other applicable exemption or approval procedure to comply with the Subsidy Control Rules.

- 8.8 The Authority reserves the right to vary the requirements relating to Subsidy Control Rules in line with changes to legislation from time to time.
- 8.9 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of Clause 7.1(d).

## **9. Publicity and Intellectual Property**

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least 30 days before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free license to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power or to make any statement on behalf of the Authority (unless approved in writing in advance).
- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

## **11. Amendment**

11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

## **12. Review, Consultation and Final Report**

12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall, not less than 7 days before the date of the relevant Review Meeting, submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.

12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.

12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Monthly Monitoring Forms and shall include but not be limited to:

- (a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
- (b) the amount of Additional Funding secured by the Recipient;
- (c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
- (d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.

12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.

12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:

- (a) cooperate fully with and provide the Authority and its agents, servants and

contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project; and

- (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project.

### **13. Compliance with Legislation and Policies**

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
- (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
- (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
  - (i) eliminate unlawful discrimination and harassment;
  - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and
  - (iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation):

age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

and shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 13.3(b);

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) (before the commencement of the Project):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Project; and
  - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;
- (f) shall, where relevant to the Project, be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a

duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

#### **14. Liability and Insurance**

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
- (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
  - (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

#### **15. Data Protection, Freedom of Information, Confidentiality and Transparency**

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 15.2 The Freedom of Information Act 2000 ("FOIA") gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.
- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:



- (a) information which at the time of disclosure is in the public domain;
- (b) information which is required to be disclosed by law;
- (c) information which is disclosed with the consent of the disclosing party.

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **16. Entire Agreement and Counterparts**

16.1 This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

16.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same agreement.

## **17. Force Majeure**

17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.

17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

## **18. Definition of Terms**

In this Agreement the following terms shall have the following meanings:

- 18.1 **“Additional Funding”** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- 18.2 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount.
- 18.3 **“Assistance”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments, any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise, any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 18.4 **“Assistance Trigger Point”** means, unless the Authority notifies the Recipient otherwise, three hundred thousand pounds sterling (£300,000) of Assistance provided from all public authority sources to a Relevant Enterprise over a three-year period, being this fiscal year and in the previous two fiscal years.
- 18.5 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 18.6 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 18.7 **“Certificate of Output Delivery”** means, where applicable, the certificate to be completed and submitted to the Authority in accordance with Part B of Schedule 2 and Schedule 9 as amended by the Authority from time to time.
- 18.8 **“Data Protection Legislation”** means:
- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
  - (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
  - (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
  - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

18.9 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.

18.10 **“Financial Year”** means the annual period from 1 April to 31 March.

18.11 **“FOIA”** has the meaning given to it in Clause 15.2.

18.12 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the willful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.

18.13 **“GLA Funding”** means a sum of up to six hundred and ten thousand pounds sterling £610,000 to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

18.14 **“Insolvent”** means:

- where the Recipient is an individual (or if more than one individual than any one of them):
  - (a) the subject of a bankruptcy petition;
  - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
  - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
  - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the directors of the Recipient resolve to make such a proposal;

- (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the directors of the Recipient resolve to present such a petition;
- (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of its property (or part of it) is appointed;
- (d) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
- (e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

18.15 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trademarks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.

18.16 **“Milestones”** means the milestones set out in Part A of Schedule 2 for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1.

18.17 **“Monthly Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 which shall take the form of the template set out at Part A of Schedule 6.

18.18 **“Output Related Funding”** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.

18.19 **“Outputs Value Return”** means, where applicable, a return in the form set out at Part C of Schedule 6 as amended by the Authority from time to time.

18.20 **“ Overall Unit Cost”** means, where applicable, the total Output Related Funding divided by the number of Sustained Outcomes.

- 18.21 **“Project”** means the British Fashion Council projects.
- 18.22 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.23 **“Project Outputs”** means the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedules 1 and/or 2, any annexure thereto and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.24 **“Quarter”** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.
- 18.25 **“Quarterly Claim Form”** means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take the form of the template set out at Part B of Schedule 6.
- 18.26 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 18.27 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.28 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 18.29 **“Relevant Enterprise”** means an entrepreneur, sole trader, partnership, firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding the provision of aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Assistance provided does not directly assist their employer.
- 18.30 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 18.31 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 18.32 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.33 **“Subsidy Control Disclosure Form”** means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.34 **“Subsidy Control Rules”** means all applicable rules concerning Assistance arising from resources provided by a public authority, including (without limitation) central, devolved,

regional and local government that provide a selective benefit to the Relevant Enterprise. Such contributions being granted (or received) by public authorities will be governed primarily (but not exhaustively) by:

- a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland;
- b) the World Trade Organisation (WTO) rules;
- c) the Northern Ireland Protocol;
- d) European Union (Withdrawal Agreement) Act 2020;
- e) any other international trade agreements; and/or
- f) other relevant legal obligations, for example, a local authority's Duty of Best Value.

- 18.35 **“Subsidy Control Threshold”** means the maximum level of Assistance which can be provided to a Relevant Enterprise from time to time from all public authority sources over a three year period, being this fiscal year and in the previous two fiscal years in accordance with Paragraph 4, Article 3.2 of Part Two of the TCA. At the time of entering into this Agreement the maximum level of Assistance is six hundred and ten thousand pounds sterling (£610,000).
- 18.36 **“Sustained Outcomes”** means such Project Outputs described as such Schedules 10 and/or 2 or any annexure thereto.
- 18.37 **“TCA”** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland.
- 18.38 **“Transparency Commitment”** means the Authority’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.
- 18.39 **“Unit Rates”** means, where applicable, the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.
- 18.40 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

**This Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.**

**IN WITNESS OF THE ABOVE** the parties have executed and delivered this Funding Agreement as a deed on the date written at the head of this document.

Executed and delivered for and on behalf of the  
**GREATER LONDON AUTHORITY** by:



Authorised Signatory

.....



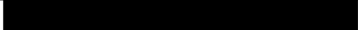
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Executed and delivered for and on behalf of the  
**British Fashion Council** by:

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Authorised Signatory



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# Schedule 1

## Project Description

### British Fashion Council

#### Introduction

##### The Creative Industries Growth Programme

The Creative Industries Growth Programme will help deliver the Mayor's Recovery Missions by:

- Supporting creative businesses across film, TV, animation, visual effects, games, fashion and design to trade, export and make new sales;
- Delivering new inward investment and employment opportunities;
- Increasing workforce diversity through the Equal Access Network, and showcasing diverse talent through the London Games Festival, London Fashion Week, London Film Festival, and London Design Festival; and
- Maintaining London's global reputation as a world leader in the creative industries.

##### This project will deliver:

- Increased economic impact of fashion through London Fashion Week;
- Support for businesses through promotional and business support activities;
- Showcasing of, and support for, diversity through London Fashion Week and other initiatives;
- Continued global recognition of London's world-class creative industries.

The project supports mayoral priorities around the recovery foundations - Supporting Business Jobs & Growth.

#### Project Objectives - Details of works

##### To deliver increased economic impact of fashion

- To deliver three London Fashion Weeks
- Deliver £50m in sales over three London Fashion Weeks.
- Showcase up to 150 designer businesses on the LFW digital platform and 60 designer businesses with schedule activations per London Fashion Week.
- Attract 7,000 press and buyers to each of the London Fashion Weeks.

##### To support businesses and future talent

- To deliver the London Fashion Showcasing Fund (LFSF).
- To support 12 new and emerging fashion businesses through NEWGEN.
- To deliver support to 150 designer businesses at London Fashion Week.

##### To showcase and support diverse talent

- Ensure that at least 30% of the designers supported by London Fashion Showcasing Fund recipients are from diverse backgrounds. Ensure that 30% of NEWGEN recipients are diverse led organisations.



- Implement the 50 50 Equality Project to the LFW Schedule by encouraging designer businesses involved with LFW to participate, by collecting the diversity data of their teams at LFW.
- Deliver the Model Zone. The aim of the initiative is to offer a dedicated space where models are able to eat, drink and relax during the fast-paced schedule of London Fashion Week. There is access to information and advice from a diverse team of professionals from nutritionists to wellbeing experts at the events. The Model Zone is part of a wider initiative at the BFC to support models working in the fashion industry. The Model Zone is open to all models working during London Fashion Week. The event is advertised backstage and the details are sent to all recognized model agencies ahead to London Fashion Week.

To maintain and build London’s reputation as a world-class city for fashion

- Deliver three high profile London Fashion Weeks for online and (wherever possible) in-person audiences, and opportunities for businesses
- Maximise the media potential of London Fashion Week through positive engagement with the GLA, London & Partners, the media (including social media) and cultural and business stakeholders.
- Deliver opportunities to engage fashion businesses on fashion & sustainability / environmental issues.

**Key Outcomes**

The shared outcomes from this project will be:

- Fashion industry plays a significant role in recovery through trade and sales opportunities.
- London maintains its position as one of the top global cities for fashion talent.
- London Fashion Week recovers from the effects of COVID-19 and social distancing.
- Diverse fashion talent achieves support, recognition and visibility. Development programmes are fair and equitable.
- Fashion businesses are empowered to take action to improve sustainability and the environment.

**Key Outputs / Project outline**

Component	Activity
<p><b>To deliver increased economic impact of fashion</b></p>	<p>Deliver London Fashion Week</p> <ul style="list-style-type: none"> <li>• Deliver three London Fashion Week markets (menswear and womenswear).</li> <li>• Deliver exhibition and presentation/showcasing opportunities for fashion businesses during London Fashion Week.</li> <li>• Work with partners to maximise the media and publicity potential.</li> <li>• Provide data on website views and media and social media monitoring statistics. Work with a range of</li> </ul>

	<p>public and private partners to leverage sponsorship and income to the programme.</p> <p>Providing advice</p> <ul style="list-style-type: none"> <li>• To respond as appropriate to queries from fashion/cultural businesses when requested by the GLA.</li> <li>• To advise the Mayor and the Deputy Mayors where appropriate and as agreed with officers, in the form of written briefings, attendance in meetings.</li> </ul>
<b>To support businesses and future talent</b>	<p>Deliver business support initiatives</p> <ul style="list-style-type: none"> <li>• Deliver the London Fashion Showcasing Fund</li> <li>• Deliver NEWGEN, supporting 12 businesses.</li> </ul> <p>Deliver education, skills and training opportunities</p> <ul style="list-style-type: none"> <li>• Organise industry-focused events for the Colleges Council.</li> <li>• Promote school-leaver apprenticeships as an alternative pathway into the industry.</li> <li>• With GLA, explore future skills and training opportunities (e.g. through Adult Education budget/Creative Academy programmes).</li> </ul>
<b>To showcase and support diverse talent</b>	<p>Create a Diversity and Inclusion framework for businesses</p> <ul style="list-style-type: none"> <li>• Support 100 businesses through practical advice.</li> </ul> <p>Ensure development programmes are fair and equitable</p> <ul style="list-style-type: none"> <li>• Review current programmes, from scholarships to Fashion Weeks.</li> <li>• Explore talent identification programmes and networks to ensure diverse perspectives and voices are heard during selection processes.</li> <li>• Address barriers to entry and career progression for underrepresented groups.</li> <li>• Support the development of resources to recognise the influence of Black culture on the fashion industry.</li> </ul>
<b>To maintain and build London's reputation as a world-class city for fashion</b>	<p>Deliver positive media coverage</p> <ul style="list-style-type: none"> <li>• Enhance visibility of London Fashion Week.</li> <li>• Secure at least 6000 pieces of positive media coverage.</li> <li>• Champion the profile of London by working with partners and stakeholders such as London &amp; Partners.</li> </ul>
<b>Providing Advice</b>	<ul style="list-style-type: none"> <li>• Advise the GLA on relevant policies and projects as agreed between the British Fashion Council and GLA</li> </ul>

	Project Managers. Advice to include written briefings, correspondence, attendance in meetings and participation in relevant boards and advisory/working groups.
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Progress calls between British Fashion Council and GLA Project Managers</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Quarterly progress reporting (Written)</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Full project review and report (GLA Template)</li> </ul>

## Risks

A number of risks have been considered as part of the pilot development.

Risk	Issue	Mitigation
COVID-19	As a result of the COVID-19 pandemic, some aspects of the programme may be challenged by social distancing measures.	<p>We will deliver LFW and our business support digitally.</p> <p>We will ensure that LFW is allowed to proceed under 'performing arts' guidelines. This includes working closely with the Head of Events to ensure that any physical side of LFW can safely proceed and that designers supported by the project and showing collections at LFW are compliant with the guidelines. This is essential as not all designer SME's have been able to/ or wanted to showcase their collections digitally.</p> <p>We have also supported designer SME's by creating clear COVID-19 guidance.</p>
CONTRACT RISK	Entering into partnership there is a risk that, contract partners fail to deliver on aspects of the agreement.	To mitigate against this risk, progress calls will be set up between British Fashion Council Project Manager and the GLA Project Manager. Regular updating of the project Risk Register will ensure that any issues relating to activity delivery are addressed and/or if necessary renegotiated.
POLITICAL SUPPORT	Impact of local elections	Signing of the contract prior to pre-election period (PEP) for local elections will offer some protections against political changes that might impact on delivery.
COMMUNICATION	Project activity contravening Pre-Election Period	Outside of normal governance and finance publication to London.gov.uk, no other public (marketing communication) will happen prior to 8 May 2021 mitigation against risk.

MONITORING	Programme monitoring not maintained	Dates for monthly calls, quarterly reporting and stakeholder meetings. will be agreed and set between the British Fashion Council project manager and GLA project manager as part of initiation meeting following the sign of contract. This will include set dates for Risk Register updating.
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Memorandum of understanding

- To deliver and report on the Saturday Clubs in partnership with The Saturday Clubs Trust.
- To work with the GLA and the education/training sector to explore opportunities to benefit the sector e.g., through the Adult Education Budget and Creative Academy.

## **Schedule 2**

### **Funding Schedule**

#### **Part A: for Milestone Related GLA Funding**

1. On achievement of the Milestones, the Recipient shall submit a Quarterly Claim Form (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its Chief Financial Officer (which shall mean (i) where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 or, (ii) where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf ("Recipient's Chief Financial Officer")) to the Authority for the appropriate amounts as set out in this Schedule 2 for the relevant Milestone, such claims to be accompanied by:
  - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the Monthly Monitoring Forms set out at Part A of Schedule 6); and
  - (b) such other evidence and information as the GLA may require from time to time (as set out in this Schedule 2 or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of valid Quarterly Claim Forms submitted in accordance with paragraph 1 above.
3. If the record referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.



## Section 1 - Milestone Funding Table

Installment/Milestone	Date on which claim may be made (subject to Milestone achievement)	Evidence (in addition to the requirements of Clause 4)	Amount (£)
<b>LFW June 2021</b>	July 2021	<p>Progress report with the Project Manager and the GLA</p> <p>Detailed London Fashion Week event plan</p> <p>Certified financial statement including expenditure incurred and sponsorship received</p> <p>Copy of any invoices and expenditure over £10,000</p> <p>Invoice to be sent</p> <p><b>Additional</b></p> <p>Full report and analysis on the project objectives and key outputs and project Q2 activities and any analysis for Q2 to be submitted to the GLA dashboard (information to be received by September 2021)</p>	£150,000
<b>LFW September 2021</b>	October 2021	<p>Progress report with the Project Manager and the GLA</p> <p>Detailed London Fashion Week event plan</p> <p>Certified financial statement including expenditure incurred and sponsorship received</p> <p>Copy of any invoices and expenditure over £10,000</p> <p>Invoice to be sent to receive payment</p>	£150,000

<p><b>Confirm Universities for the Saturday Club initiative</b></p>	<p>December 2021</p>	<p>Progress report with the Project Manager and the GLA</p> <p>Detailed list of confirmed universities and plan for the Saturday Club initiative</p> <p>Full report and analysis on Q3 project objectives and key outputs activities and any analysis for Q3 to be submitted to the GLA dashboard (information to be received by December 2021)</p> <p>Invoice for Q3 payment by 15<sup>th</sup> December 2021</p>	<p>£160,000</p>
<p><b>LFW February 2022</b></p>	<p>March 2022</p>	<p>Progress report with the Project Manager and the GLA</p> <p>Detailed London Fashion Week plan</p> <p>Certified financial statement including expenditure incurred and sponsorship received</p> <p>Copy of any invoices and expenditure over £10,000</p> <p>Full report and analysis on Q4 project objectives, key outputs and activities and any analysis for Q4 to be submitted to the GLA dashboard (information to be received by March 2022)</p> <p>Invoice for Q4 payment by 13<sup>th</sup> March 2022</p>	<p>£150,000</p>



**Schedule 3**  
**The Authority's Logo**

SUPPORTED BY  
**MAYOR OF LONDON**

## **Schedule 4**

### **Relevant Authority Policies**

#### **Mayor of London Culture Strategy**

A number of policies in the Mayor of London Culture Strategy – Culture for all Londoners underpins this project.

1. The Mayor will help more Londoners get employment in the creative industries.’ (Policy 12)
2. The Mayor will help to increase diversity within the creative workforce. (Policy 13)
  - a) Work with industry to champion and advocate business practices that create more diversity.’ (Policy 16, Action 63)
3. The Mayor will support creative production and export through a range of activities and funding. (Policy 16)
  - a) Fund a creative production and export programme for the creative industries comprising Film London, Games London, London Fashion Week, London Fashion Week Men’s, London Design Festival and London Games Festival. (Policy 16, Action 70)

Website: [https://www.london.gov.uk/sites/default/files/2018\\_culture\\_strategy\\_final\\_2021\\_0.pdf](https://www.london.gov.uk/sites/default/files/2018_culture_strategy_final_2021_0.pdf)

#### **Mayor of London Skills Strategy**

The project is also underpinned by policies in the Mayor of London Skills for all Londoners Strategy

1. Priority 1: Empower all Londoners to access the education and skills to participate in society and progress in education and work
  - a) Expand the range of programmes on offer that target the most disadvantaged groups. (Action 3)
2. Priority 2: Meet the needs of London’s economy and employers, now and in the future

Website: [https://www.london.gov.uk/sites/default/files/sfl\\_strategy\\_final\\_june\\_20186.pdf](https://www.london.gov.uk/sites/default/files/sfl_strategy_final_june_20186.pdf)

#### **London Recovery Missions – Helping Londoners into Good Work**

Following the onset of the global COVID-19 Pandemic, this project is also aligned to the priority of the London Recovery Missions particularly ‘Helping Londoners into Good Work’ which will Support Londoners into good jobs with a focus on sectors key to London's recovery.’

Website: <https://www.london.gov.uk/coronavirus/londons-recovery-coronavirus-crisis/recovery-context/helping-londoners-good-work>

## Schedule 5

### Subsidy Control Disclosure Form

The GLA is considering giving Assistance or the equivalent of Assistance provided under Paragraph 4, Article 3.2 of Part Two of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland up to a maximum of the GLA Funding in relation to the Project.

The GLA is required to check whether you will have received Assistance which, when combined with the proposed GLA Funding, exceeds the Subsidy Control Threshold as defined in Clause 18.35.

**Please note if you are part of a group of companies your declaration needs to relate to all subsidy or public funds received by all entities within that group for these purposes.**

If you have (in this fiscal year or the 2 fiscal years prior to that) received any Assistance or public funding in respect of costs to which you are intending to apply and to be provided to you under the Project you must inform the GLA (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding, please insert “None” in the Amount column in the relevant table(s).

**Please also provide details of any subsidy not yet received but which you already have a legal right to receive during the remainder of this fiscal year.**

Accordingly, please complete and return this document having signed and dated it and (where applicable) having completed the tables below. Please then return the document to [ ] at [THE GREATER LONDON AUTHORITY, City Hall, The Queen’s Walk, London, SE1 2AA]. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the GLA will be unable to provide you with the GLA Funding in relation to the Project.

Recipient of Assistance/funding	Purpose of Assistance/funding	Amount	Date

I confirm the above details are correct as at the date below.

Name	Position	Signature	Date

## Schedule 6

### Part A: Monthly Monitoring Form

Project:

Recipient:

Start Date:

Completion:

1. Set out details of the progress you have made against the programme Milestones

#### Project Milestones to Project end

#	Chronological Milestones description	Owner	Planned date	Progress	Evidence (as per Schedule 2, Part A)
1			dd/mm/yyyy		
2			dd/mm/yyyy		
3			dd/mm/yyyy		
4			dd/mm/yyyy		
5			dd/mm/yyyy		
6			dd/mm/yyyy		
7			dd/mm/yyyy		
8			dd/mm/yyyy		
9			dd/mm/yyyy		
10			dd/mm/yyyy		
11			dd/mm/yyyy		
12			dd/mm/yyyy		
13			dd/mm/yyyy		
14			dd/mm/yyyy		
15			dd/mm/yyyy		
16			dd/mm/yyyy		
17			dd/mm/yyyy		
18			dd/mm/yyyy		
19			dd/mm/yyyy		
20			dd/mm/yyyy		

*Guidance on completing table: Milestones should match those specified in Schedule 2 of the Funding Agreement.*

**2. Payments date and forecast payments to Project completion**

Total yearly Budget		2020-21	2021-22	
		Rev		
	Cap			
April	Rev			
	Cap			
May	Rev			
	Cap			
June	Rev			
	Cap			
July	Rev			
	Cap			
August	Rev			
	Cap			
September	Rev			
	Cap			
October	Rev			
	Cap			
November	Rev			
	Cap			
December	Rev			
	Cap			
January	Rev			
	Cap			
February	Rev			
	Cap			
March	Rev			
	Cap			
Total yearly forecast	Rev			
	Cap			

**2. Outline any programme risks and issues and the steps you are taking to mitigate these**

## Part B: Quarterly Claim Form

### Section 1 – Details of Recipient(s)

- Please submit a hard copy of this claim form **signed by your Recipient's Chief Officer Financial Officer**, and follow up with an electronic copy
- Electronic copies should be returned to: your GLA Project Manager.
- Hard copies should be returned to: Jezreel James, Projects and Policy Officer, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA
- **Please attach evidence of expenditure** (see Section 2 of Part B of Schedule 6 below for guidance on acceptable evidence)

Borough/Organisation

Name of programme

Name(s) of officer applying  
for grant:

Position in  
organisation/borough

Date last claim submitted (if  
applicable)

Email address

Correspondence address

Postcode

Tel number

Mobile number

GLA date of receipt

## Section 2 – List of Milestones for which GLA Funding is being claimed and related guidance

Please list below the Milestones for which you are claiming funding, along with the Projects to which they relate.

Guidance on completing table:

A: Projects should match with the Projects set out in Schedule 2 of the Funding Agreement.

B: Milestones should match with the Milestones set out in Schedule 2 of the Funding Agreement.

C: Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.

D: Budget should match the budget set out in Schedule 2 of the Funding Agreement.

E: Self-explanatory.

F: Self-explanatory.

G: Match Funding (£).

H: Total amount claiming for this item in this claim.

A: Project	B: Milestone	C: Evidence	D. Budget (£)		E. Total expenditure to date on this item (Excl VAT)	F. Supplier name and invoice number	G. Match Funding (£)	H. Claim from the GLA (£)	
			Capital	Revenue				Capital	Revenue
<b>TOTAL</b>									





### **Section 3 – Declaration and Undertaking**

The Recipient declares that:

- it has read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- the information on this form is correct to the best of its knowledge and belief and the Recipient accepts full responsibility for it.
- it undertakes that it will keep accounts, invoices and receipts for 6 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers.
- it has taken delivery of and paid for all items for which it is claiming grant and the Recipient's claim covers only the amounts spent on the items described in this form. The Recipient's claim is for the net costs of the items, excluding VAT.
- it undertakes that it will notify the GLA immediately in writing or by email of any changes to the details provided in this form.

**This declaration must be signed by the Project Manager and the Recipient's Chief Financial Officer which is making this claim.**

<b>Signature</b>	<b>Name in BLOCK letters</b>	<b>Position</b>	<b>Date</b>

## **Schedule 7**

### **Self-Evaluation Template**

Use this template where the Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation. Use this template to evaluate the impacts and outcomes of the Project. The Recipient must, as a minimum, provide all of the information indicated below.

<b>Project Name and Summary</b>	
<b>Borough/Organisation Name</b>	
<b>GLA Project Manager</b>	
<b>Manager completing the self-evaluation</b>	
<b>Total GLA Funding for Project</b>	
<b>Total lifetime cost of Project</b>	
<b>Other public/private investment</b>	
<b>Actual Project start date</b>	
<b>Actual Project end date</b>	

- 1.0 Executive Summary**
  
- 2.0 Methodology**
  
- 3.0 Project Background, Context and Rationale**
  
- 4.0 Project Aims and Objectives**

## 5.0 Project Outputs and Spend (Gross)

### 5.1 Commentary on Project Outputs and definitions

### 5.2 Project Output table

*Table 2.*

Project Output	Target Outputs	Actual Outputs	Variance Actual Outputs against Final Outputs	
			(Actual)	(%)
Enter Project Output Name				
Enter Project Output Name				
Enter Project Output Name ...				
Outcome	Target Outcome	Actual Outcome	Variance Actual Outcomes against Final Outcomes	
			(Actual)	(%)
Enter Outcome Name				
Enter Outcome Name				
Enter Outcome Name ...				

### 5.3 Commentary on Project spend

## 5.4 Project spend table

<i>Table 1: Provide information on all Project costs and funding within Table 1.</i>				
	Final Budget (£)	Actual Spend (£)	Variance Actual Spend against Final Budget	
			(£)	(%)
GLA Funding: Revenue				
GLA Funding: Capital				
<b>Total GLA Funding</b>				
Recipient Contribution: Revenue				
Recipient Contribution: Capital				
<b>Total Borough Contribution</b>				
Private Contribution: Revenue				
Private Contribution: Capital				
<b>Total Private Contribution</b>				
Project Cost: Revenue				
Project Cost: Capital				
<b>Total Project Cost</b>				



- 5.5 Management and administration costs
- 5.6 Conclusions on Project Outputs and spend
- 6.0 Assessment of Impact by Aim/Objective and Outcome
  - 6.1 Achievements against Project objectives
    - 6.1.1 Aim/Objective 1
    - 6.1.2 Aim/Objective 2
    - 6.1.3 Aim/Objective 3
  - 6.2 Achievement against Project outcomes
  - 6.3 Strategic Added Value
- 7.0 Trends and Issues
  - 7.1 Key Barriers to Achievement
  - 7.2 Key Opportunities
  - 7.3 Management and Delivery Processes
  - 7.4 Added Value
  - 7.5 Value for Money
  - 7.6 Exit Strategy
- 8.0 Cross-cutting themes
- 9.0 Key conclusions and Lessons learnt
- 10.0 Using and Sharing the Results from the Evaluation (if appropriate)

## Schedule 8 Certification of Expenditure

(to be filled in and certified at Funding Agreement stage)

**Name of Project: British Fashion Council**

**Name of applicant organisation: British Fashion Council**

	Total Project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient match	Recipient match Capital	Recipient match Revenue	Non-Recipient match	Non-Recipient match Capital	Non-Recipient match Revenue
2020-21											
2021-22											
2022-23											
Total for all years											

I hereby certify that:

1. the organisation named above is eligible to provide public match funding
2. the match funding provided does not contain any funds which have been provided by any part of the GLA group

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date:

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