

Dated 2018

(1) THE GREATER LONDON AUTHORITY

-and-

(2) WESTMINSTER CITY COUNCIL

**DEED OF VARIATION
IN RESPECT OF A GRANT FUNDING AGREEMENT BETWEEN
THE ABOVE PARTIES CONCERNING THE PROVISION OF
FUNDING RELATING TO LEP FUNDED NEW HOMES BONUS
TOPSLICE PROGRAMME**

This **DEED OF VARIATION** is agreed this day of 2018

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Queen's Walk, London SE1 2AA ("the GLA"); and
 - (2) **WESTMINSTER CITY COUNCIL** whose principal office is at 5 Strand, Westminster City Hall, Westminster, London WC2N 5HR ("the Recipient");
- (together the "Parties").

Background:

- (A) This Deed is supplemental to the grant funding agreement in respect of the New Homes Bonus Funded LEP programme entered into by the Parties on 16th June 2016 ("the Agreement").
- (B) The parties have agreed to vary the Agreement from the date of this Deed on the terms and conditions set out below.

The Deed:

1 Definitions and interpretation

1.1 Definitions

All terms used within this Deed that are defined in the Agreement will have the same meaning in this Deed, unless the context otherwise requires.

1.2 Interpretation

In this Deed, unless the context otherwise requires

- 1.2.1 headings and sub-headings are for ease of reference only and will not affect the construction of this Deed;
- 1.2.2 all references to clauses and appendices are references to clauses and appendices to this Deed;
- 1.2.3 words importing one gender will include the other gender, words in the singular will include the plural, and 'person' will include any individual, partnership, firm, trust, body corporate, corporation, sole agency or unincorporated body of persons or associations;

2 Variation

- 2.1 The Parties hereby agree that the Agreement shall stand as varied in accordance with clauses 2.2 to 2.5 below from the of date of this Deed.
- 2.2 Clause 2A.1 of the Agreement shall be deleted and replaced with the following: –
- 2A.1 Within 30 days of the execution of this Agreement the Recipient's statutory chief finance officer or someone validly authorised to act on his or her behalf has certified that £150,000 in 2015/16 financial year, £132,937 in 2016/17 financial year, £0 in 2017/18 financial year and £400,000 in 2018/19 financial year will be used solely as a contribution to capital expenditure incurred in relation to the Project Objectives. £130,419.37 in 2015-16 financial year, £300,454 in 2016-17 financial year, £68,454.29 in 2017/18 and £490,672.34 in 2018/19 financial year will be used solely as a contribution to revenue expenditure incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 15 years on average and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of this certification is attached in Schedule 9 to this Agreement.

Delete or amend clauses 2.3, 2.4 and 2.5 as applicable

- 2.3 The Annex to Schedule 1 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 1 to this Deed.
- 2.4 Schedule 2 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 2 to this Deed.
- 2.5 Schedule 9 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 3 to this Deed.

3 Continuation of Agreement

- 3.1 Except as expressly amended by the terms of this Deed, the Agreement will otherwise continue in full force and effect in accordance with its terms.

**IN WITNESS OF THE ABOVE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS
A DEED ON THE DATE WRITTEN AT THE HEAD OF THIS DEED**

EXECUTED as a Deed by the application of

the COMMON SEAL of the GREATER LONDON AUTHORITY

in the presence of:

EXECUTED as a Deed by the application of

WESTMINSTER CITY COUNCIL

in the presence of its duly authorised signatories:
