

# Community Fire Safety Investment Fund – Funding agreement

**This Agreement is made between:**

Name of Partner organisation: The Royal Borough of Kensington and Chelsea

Registered address of Partner organisation:

Kensington Town Hall

Hornton Street

London

W8 7NX

("the Partner")

and

The London Fire and Emergency Planning Authority, (the body responsible for the London Fire Brigade) of 169 Union Street London SE1 0LL ("LFEPA").

The Partner has bid, and LFEPA has accepted the Partner's bid for full/part funding from LFEPA to enable the Partner to procure and provide fire safety interventions in premises that are occupied, or intended to be occupied by vulnerable residents most at risk from fire.

The following premises have been identified by the Partner as being in need of fire safety intervention(s):

Address of premises where intervention is proposed (including postcode and borough)  <i>All in the Borough of RBKC</i>	Flat ■ Goodrich Court, ■ Bramley Road, London, W10 6RH ■ Bonchurch Road, London, W10 5NN Flat ■ Kensal House, Ladbroke Grove, London, W10 5BQ Flat ■ Campden Hill Court, Campden Hill Road, London, W8 7HS Flat ■ Jean Darling house, Cremorne estate SW10 0 BX
Contact officer (including telephone number, email address and postal address)	Rob Davies ■ Robert.davies@london-fire.gov.uk 13 Old Court Place, London. W8 4PL

Identified risk and proposed Fire Safety intervention(s) for which funding is agreed (attach all supporting documents such as quotes, invoices etc).

All persons have been identified by adult social care and borough commander, specific risks are: smoking in bed, dementia, memory loss, mobility, stroke resulting in loss of smell and taste. These individual cases have been identified by the head of Adult social care. The case workers identified and highlighted risks, I then assessed each one of these in turn against what products/actions we could do to mitigate the risk from fire.

*PPS £2395 (initial training cost added) fire retardant bedding, throws & safety ashtray. All other PPS after this initial £2145. Bedding =£70, Throw=£30, Ashtray=£10*

Any specific requirements identified by LFB that are particular to this bid

As this bid includes installation of Personal Protection Systems it is a requirement of this agreement that any such systems have to comply with Loss Prevention Standard\* LPS 1655 and are fitted in accordance with the manufacturers instructions.

Total cost(s) including information on any match or contribution funding

Total funding provided by LFEPA: £ 10,000

Total funding provided by the Partner: £10,000

In consideration of LFEPA providing the Partner with the funding (full or part) for procuring the delivery or installation of the Fire Safety intervention(s) in the abovementioned premises (the Project), the Partner will:

- i. Use the funding provided by LFEPA and any match funding from its own organisation to deliver the Project in order to reduce risk to the vulnerable person(s) the Partner has identified.
- ii. Undertake the procurement of the Fire Safety intervention(s) in accordance with its standing orders and the public contracts regulations and enter into the agreement with the supplier it selects in order to secure , supply, install and maintain the Fire Safety intervention(s).
- iii. Make provision for all repair and on-going maintenance costs for the Fire Safety intervention(s).
- iv. Upon completion of the delivery of the Project to its entire satisfaction (which must be confirmed by the Partner), provide such evidence of this as LFEPA reasonably requires.
- v. Following completion, any remaining LFEPA provided funds resulting from underspend or otherwise (e.g. reclaiming of VAT) must be reinvested in other fire safety interventions or equipment in conjunction with Borough Commander advice.
- vi. Ensure the Fire Safety intervention(s) are used in line with a sustainability ethos.
- vii. Be willing to take an active role in media / communications work where relevant, appropriate and approved in advance by LFEPA.
- viii. Liaise with the local LFEPA Borough Commander and/or LFEPA contact to provide updates as necessary.
- ix. Indemnify and hold harmless LFEPA (together with its officers, servants and agents) with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type (including but not limited to direct, consequential or economic loss and reasonable legal costs) arising out of this Agreement or the provision of funding under this Agreement except insofar as such injury, death, loss, or damage has resulted wholly from the negligent acts or omissions of the LFEPA.

If the Partner fails to comply with any of the terms and conditions of this Agreement or if any of the events mentioned below occur, LFEPA may require the Partner to repay the funding LFEPA has provided.

- i. The Partner fails, in LFEPA's reasonable opinion, to make satisfactory progress with the Project;
- ii. The Partner is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or is struck from the register at the Charity Commission, or, being a company, is struck from the register at Companies House;
- iii. Any information provided in the Partner's application form or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which LFEPA considers it to be significant; or
- iv. The Partner takes inadequate measures in the reasonable opinion of LFEPA to investigate and resolve any reported irregularity.
- v. In the event that it becomes necessary to take steps to enforce the Agreement, LFEPA will write to the Partner giving particulars of its concern about the Project, or of any breach of any of the Agreement.
- vi. The Partner must act within 30 days of written notification from LFEPA (or earlier, depending on the severity of the problem) to address the concern or rectify the breach, and may consult LFEPA or agree with it an action plan for resolving the problem. If LFEPA is not satisfied with steps taken by the Partner to address its concern or rectify the breach, it may require repayment of the funding LFEPA has provided.
- vii.

The Partner and LFEPA will comply fully with the requirements of Data Protection legislation.

Signed

Print name: R. Davies

For and on behalf of

LFEPA

Authorised Signatory

Signed

Print name

For and on behalf of

Partner

Authorised Signatory

Date:

Date: