HACKNEY WICK AND FISH ISLAND CREATIVE ENTERPRISE ZONE

SPACE MAKERS GRANTS

APPLICATION FORM: SMALL GRANTS

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PART A: INFORMATION REQUIRED

SPACE MAKERS GRANTS: FUND OUTLINE

Hackney Wick and Fish Island Creative Enterprise Zone is establishing a grants programme to support creative businesses with capital costs to support the creation, retention or enhancement of creative production space, as defined in the Funding Brief.

Three sizes of grant are available for projects to deliver the Creative Enterprise Zone's objectives around creative production space:

- Small grants: £5,000 (x4)
- Medium grants for Equipment: £10,000 (x2)
- Medium grants for Works: £10,000 (x2)
- Large grants: £20,000 (x2)

The fund will be open to creative businesses as defined by DCMS based within the Hackney Wick and Fish Island Creative Enterprise Zone. Eligible businesses must occupy commercial premises. Only one application is permitted per organisation. Eligible projects must be delivered by Summer 2022.

The programme will run for one round, launching in October 2021. The deadline for submissions is Monday 1 November 2021. Please see Part B: Information on Funding Award (page 9) for indicative timelines.

Applications will be received, processed and approved by a panel of council officers.

APPLICANT INSTRUCTIONS

Please make sure you complete the following steps:

Read the Funding Brief, Application Guidance and Funding Terms and Conditions	
Complete the Application Form	
Complete the Project Budget	
Return the completed Application Form, Project Budget Template and any supporting documents by Monday 1 November 2021 to business@hackney.gov.uk	

If you have any difficulty completing this form, please contact the HWFI CEZ Manager on charli.bristow@towerhamlets.gov.uk

ELIGIBILITY CHECKLIST

If your proposal is successful you will be required to supply the information and documentation listed below to receive funding, please check you have all the evidence in place before submitting an application.

Who/what will not be funded:

Individuals who are neither a registered tradesperson or charitable organisation	
Proposals from organisations with no relevant experience in arts, cultural or community project delivery	
Applications that seek grants for core funding (i.e. the general administration costs of your charity/community enterprise)	
Applications for projects aimed at beneficiaries outside of Hackney Wick and Fish Island	
Applications for projects promoting religious or political activities	
Applications for projects where people are excluded on grounds of faith, ethnicity, sexual orientation or disability	

CHECKLIST FOR ALL APPLICANTS

To be eligible, all applicants must:

Be a properly constituted organisation, with a registered address in England	
Be a creative business or organisation, as defined in section 3.1 of the Funding Brief	
Operate from commercial premises in Hackney Wick and Fish Island (see boundary map p.3 of the Funding Brief)	
Demonstrate how the project will support innovation as defined in the Funding Brief (p.5)	
Demonstrate how the project will support diversity and inclusion as defined in the Funding Brief (p.5)	
Demonstrate how the project will use local supply chains	
Confirm the project can be delivered by Summer 2022	
Complete the relevant Project Budget document (here)	

YOUR APPLICATION

Name of Organisation	
Organisation also known as (if applicable)	
Operating Address	
Registered Address	
Legal entity (Charity, limited company etc)	
Company number	
Charity Number	
Directors/ Board/ trustee names and contact details	
Date organisation established	
Organisations history and current operation	

Organisation's proposal
Please provide a brief summary of your proposal

Max 100 words

30%

Fund Objective A: Innovation
Please explain how your proposal responds to the Brief, meeting one or more of the objectives set in section A of the Fund Objectives, p.5.

Max 500 words each

20%

Fund Objective B: Diversity and Inclusion
Please explain how your proposal responds to the Brief, meeting one or more of the objectives set in section B of the Fund Objectives, p.5.

Max 100 words

20%

Deliverability
How the equipment or facility will be purchased, with consideration of local supply chains
NB. All projects must be delivered by Summer 2022

15%

Project budget – Please complete the project budget template (available here), setting out what would be funded by the grant if awarded. Please also give details of any additional funding you will be receiving to deliver the project.
Please fill out the project budget template 15%

Matched Funding

Matched funding from all sources is welcomed, but not required.

If your project requires additional funding, we are pleased to be working in partnership with the EastWick and Sweetwater Growth Fund.

The Growth Fund has funding available to make low-interest loans of between £5k and £50k. This can be used as a 'match' towards Good Growth Fund projects. Growth Fund colleagues may also be able to advise on accessing additional grant funding.

The Growth Fund is managed by Daniel Dodd-Wilson, please email daniel@impactalchemy.co.uk for further information.

Other Information

Money Laundering and Credit reference

Hackney Council operates a strict policy that complies with the relevant legislation relating to Money Laundering and financial transactions. All suspicious transactions will be reported to the appropriate authorities where the Council has reasonable grounds to suspect that an offence has or may be committed. We are required to see photographic ID and proof of address for all recipients of funding.

Please confirm by signing below that you authorise the Council to make any Credit Reference and/ or other enquiries we believe necessary to comply with these regulations and to undertake a credit assessment (this will only be undertaken for the successful applicants).

Signature of Applicant(s):

Please print name: Date:

Fraud

Hackney Council is under a duty to protect the public funds it administers and to this end may use within the Council the information you have provided on this form for the prevention and detection of fraud. For these purposes it may also share this information with other bodies administering public funds. Please confirm you understand Hackney Council's fraud policy and authorise all details

obtained in the course of this application to be disclosed to whichever relevant government/public body or other agency that controls or administers public funds as and where it is deemed appropriate by the Council, by signing below.

Signature of Applicant(s):

Please print name: Date:

PART B: INFORMATION ABOUT FUNDING AWARD

Applications will be received, reviewed and shortlisted by officers from LB Hackney, LB Tower Hamlets and London Legacy Development Corporation, chaired by the HWFI CEZ Manager. This process will take place in November, with successful applicants notified by Wednesday 10th November 2021.

As part of the decision-making process, applicants may be contacted where further information is required.

Once the funding has been agreed, successful applicants will be contacted to agree terms.

Indicative timelines

Application window opens	5 October
Application window closes	1 November
Evaluation and shortlisting of applications deadline	4-5 November
Notify successful applicants and award contracts	10 November
Indicative project start	Winter 2021

Scoring criteria

Responses to each question will be scored from 1-4. The scoring criteria is as follows:

Scoring criteria	
1	The overall proposal and response to the application questions is completely unsatisfactory. The application is not at all aligned with the overall priorities of the Creative Enterprise Zone and the objectives of Innovation, Diversity and Inclusion in the Funding Brief. Officers have no confidence that the applicant's approach to delivery will meet the objectives of the grants programme. The project budget (and project impact table - as relevant to the level of grant applied for) is completely unsatisfactory.
2	The overall proposal and response to the application questions is poor. It is unclear how the application aligns with the overall priorities of the Creative Enterprise Zone and the objectives of Innovation, Diversity and Inclusion in the Funding Brief. Officers have limited confidence that the applicant's approach to delivery will meet the objectives of the grants programme. The project budget (and project impact table - as relevant to the level of grant applied for) is poor.
3	The overall proposal and response to the application questions is satisfactory.

	The application will deliver some of the priorities of the Creative Enterprise Zone and the objectives of Innovation, Diversity and Inclusion in the Funding Brief, but does not address all of them. Officers have confidence that the applicant's approach to delivery will meet the objectives of the grants programme, despite areas of minor concerns. The project budget (and project impact table - as relevant to the level of grant applied for) is satisfactory.
4	The overall proposal and response to the application questions is very good. It is clear that the grant application will deliver all the priorities of the Creative Enterprise Zone and the objectives of Innovation, Diversity and Inclusion in the Funding Brief. Officers have complete confidence that the applicant's approach to delivery will meet the objectives of the grants programme. The project budget (and project impact table - as relevant to the level of grant applied for) is very good.

Funding Terms and Conditions

Space Makers Grants ("the Project") is funded by the Greater London Authority ("GLA") and managed by the London Borough of Hackney ("the Council"). All grants paid from the 'Space Makers Grants" ("Funding") are subject to these terms and conditions between the Council and [.....] ("You"). They should be read carefully before any application is submitted. No variation or addition to these terms and conditions shall be effective unless agreed to in writing by the Council.

1. Successful applicants will enter into a separate contract with the Council in respect of the Project. The Funding must be used exclusively for meeting the objectives ("the Objectives") stated in the contract and for no other purpose and must be applied in accordance with the provisions of these conditions. In the event that You wish to utilise the Funding in different proportions from those set out in your contract You must obtain prior written consent from the Council.

2. You warrant and represent that Project proposals submitted for consideration shall not give cause, directly or indirectly, for an action to be brought against the Council. Without limiting the generality of the foregoing, You also warrant that:

   (a) You contract with the Council as a principal notwithstanding that You may be acting directly or indirectly for any other organisation or person as an agent or in some other representative capacity;

   (b) the production/reproduction and/or publication of the Project by the the Council as originally submitted will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the the Council liable to any proceedings whatsoever;

   (c) any information supplied in connection with the Project is accurate, complete and true;

   (d) in respect of any Project submitted for funding which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, You have obtained the authority of such living person to make use of such name, representation and/or copy;

   (e) in relation to any investment project, You are, or its contents have been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000, or the Project is otherwise permitted under that Act;

   (f) the Project complies with the requirements of all relevant legislation including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union for the time being in force or applicable in the United Kingdom;

   (g) all application copy submitted to the the Council is legal, decent, honest and truthful and complies with all other relevant codes of practice; and

(h) the files or programme upon which the Project is submitted is not designed or likely to cause disruption to any computer, computer system or network.

3. Where, at any point in the opinion of the Council, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in contract and appendices to it, the Council shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding. The provision of the Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, however, it is held to be subject to VAT, then You agree and acknowledge that the Funding shall have included any and all applicable VAT.

You must ensure that the requirements set out in these conditions, and in any clarification or guidance issued from time to time by the GLA or Council, are complied with. In particular You shall:

a) agree in writing in advance with the Council any changes to any of the Objectives;

b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;

c) notify the Council of the monitoring and financial systems in place, and comply with the Council's reasonable requirements for these systems;

d) notify the Council immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;

e) notify the Council immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;

f) notify the Council immediately if You are Insolvent (as defined at Clause 19 below), or have no reasonable prospect of avoiding Insolvency in the future;

g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at Clause 15 below) received, and You shall deliver to the Council a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Council within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter;

h) make all relevant documents available and provide access at any time for:

i) inspection visits and scrutiny of files by GLA, the Council or anyone nominated by the GLA or Council and

ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.

4. The Council may, without derogation from the warranties contained in condition 3, refuse or require to be amended any artwork, materials and copy for or relating to an application so as (i) to comply with the legal or moral obligations placed on the Council or You; or (ii) to avoid infringing a third party's rights and quality specifications stipulated or referred to in the commission brief.

5. The Council has the right at its discretion to decline to publish, or omit, suspend or change the position of any project otherwise accepted for funding. However, the Council will use reasonable efforts to comply with your wishes although it does not warrant the date of funding and the delivery of the project.

6. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting You in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.

7. You must ensure that the GLA's logos (as set out in Appendix 1) are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You should also incorporate the GLA's logos into the credits of each film that is produced as part of the Project. You must also ensure that You use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.

8. In acknowledging the GLA's grant of the Funding, You must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.

9. You must not do anything that may (in the opinion of the GLA) place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of a third party partner or sponsor of the GLA.

10. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter and appendices to it.

11. The Council may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two (2) weeks' written notice and in the event of such termination the Council shall not be obligated to make any further payments of the Funding.

12. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with Your obligations set out in this letter and appendices to it.

13. You must ensure that Your organisation and anyone acting on Your behalf:

a) complies with all laws for the time being in force in England and Wales; and
b) without prejudice and in addition to Clause 13a:

i) comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

ii) acknowledge that the Council is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:

1) eliminate unlawful discrimination and harassment;

2) advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low; and

3) foster good relations between people who share a protected characteristic and those that do not,

and in undertaking any activity concerning the Project, assist and cooperate with the Council where possible in satisfying this duty;

c) assist and cooperate with the Council where possible in respect of the Council's compliance with its duties under Clause 14b(ii);

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 You, any agent, sub-recipient of 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 the Data Protection Act 2018and 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)

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 Councils related policies in this place from time to time, including (without limitation) the Council's Child Policy and Protection Procedures; and

e) shall ensure that Your employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with Your obligations under this letter of agreement in manner which enables the Council 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. For the avoidance of doubt both the Council and You acknowledge and agree that Your Project costs must not exceed the Funding and that the Council shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this letter of agreement.

15. You shall use Your best endeavours to secure satisfactory funding from other sources to meet Your Project costs ("Additional Funding") and keep a record of Your activities to raise such additional funding. Records of all additional funding You secure, expenditure You incur, and purposes to which additional funding is put shall, if requested, be provided to the Council.

16. The Council may at its absolute discretion reduce, suspend or withhold the Funding, or require all or part of the Funding to be repaid if:

a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA or Council to be unsatisfactory;

b) there is a substantial change to the Project or the Objectives which the Council has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Council;

c) 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 GLA or Council reasonably considers to be material;

d) You fail to comply with any of the terms and conditions set out in this letter of agreement;

e) Your composition, ownership or control changes, or You become Insolvent or are dissolved in any way;

f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the Council likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;

g) any of the events referred to in Clauses 4d, e or f occur;

h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the Council reasonably concludes the Funding is at risk of being misapplied; and/or

i) there are any other reasons why in the reasonable opinion of the Council the Project is being carried out in such a way as to conflict with the objectives of the Council or GLA or bring the Council or GLA into disrepute.

17. You shall notify the Council immediately and provide the Council with a full written explanation, if any of the circumstances in Clause 16 above arise.

18. If the Council becomes entitled to exercise its rights under Clause 16 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 Council's rights under Clause 16, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the Councilshall 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.

19. "Insolvent" means:

a) where You are an individual (or if more than one individual than any one of them):

i) the subject of a bankruptcy petition;

ii) 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;

iii) enters into any composition, moratorium or other arrangement with Your 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

b) where You are a body corporate (or if more than one body corporate than any one of them):

i) 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 Your directors resolve to make such a proposal;

ii) 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 Your directors resolve to present such a petition;

iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;

iv) a resolution for Your voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of Your creditors is called for the purpose of considering that You 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);

v) a petition for Your 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 You be wound up;

vi) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;

vii) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with Your creditors; or

viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

20. For the purposes of Clause 21:

a) **"Agreement Information"** means (i) this letter of Agreement in its entirety (including from time to time agreed changes to the letter of Agreement) and (ii) data extracted from the claims made under this letter of Agreement which shall consist of Your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and

b) **"Transparency Commitment"** means the Council and/or GLA'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 Council and/or GLA's Contracts and Funding Code.

21. You acknowledge and agree that the Council and/or GLA:

a) is subject to the Transparency Commitment and accordingly, and hereby give Your consent for the Council and/or GLA to publish the Agreement Information to the general public; and

b) 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 Council and/or GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The Council and/or GLA may in its absolute discretion consult with You regarding any redactions to the Agreement Information to be published pursuant to this Clause 21. The Council and/or GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

22. The submission of an application shall amount to an acceptance of these conditions and any conditions stipulated on a commission brief or elsewhere by You shall be void insofar as they are inconsistent with these conditions.

23. These conditions shall apply to each contract for the funding of a project together with such additional conditions (if any) as may be set out in the the Council's commission brief and in the event of any variations or inconsistency between these conditions and the conditions set out in the commission brief, the latter shall prevail.

24. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

25. No person other than a party to the contract incorporating these standard terms may enforce the contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

APPENDIX 2

The Authority's Logos

