



---

# Neston Town Council

## Funding Agreement

---

*Approved by Full Council 19.01.10*

*Re visited by F&GP Committee 16.06.10*

*\*Amendment approved at Full Council 18.12.12*

*+Amendment approved at S&C Committee 12.11.13 & 11.03.14*

## Introduction

This agreement is made on the ..... of 20.... between Neston Town Council (hereinafter referred to as 'the Council') and  
<Insert the name of the Organisation> (hereinafter referred to as 'the Grantee').

### 1. Recitals

1.1 The Council has entered into a partnership known as the Neston Town Council Grant (NTCG). As part of the NTCG, grants are available to any individual, community, public and voluntary body that does anything to further its projects.

**+Grant applications are only to be made when the applicant is unable to fully fund the project or make purchases from their own resources**

1.2. Grants are discretionary and the amount offered will vary according to the need and merit of each project and the funds available at the time of application.

### 2. Amount of the Award

The Council has agreed, subject to the following terms, to award the Grantee a grant (hereinafter referred to as 'the Grant') of £ <Insert the amount of the grant awarded>.

### 3. Purpose of the money

The Grant shall be paid to the Grantee for the purpose detailed in the NTCG Project Proposal Form, attached hereto as Schedule I (hereinafter referred to as 'the Project'). The Grantee shall not use the whole or any part of the Grant provided for any purpose other than for the provision of the Project unless the Council agrees to such a variation in writing, in accordance with clause 5 of this Agreement.

### 4. Grants from other bodies

The offer of Grant is made on the understanding that, in the course of making the application, the Grantee shall have disclosed any other financial contribution which may be received for the same purpose from any other body. The Grantee cannot use the NTCG fund for work to fulfill any planning conditions.

### 5. Variation

This Agreement may not be varied except by the consent of both parties. Any variation must be agreed in writing and signed by both parties. Either party wishing to vary this Agreement must give the other 4 weeks notice in writing of the proposed change.

### 6. Duration of this Agreement

Subject to clause 17, this Agreement shall be for 10 years commencing on <Insert date> and shall end on

<Insert termination date>.

## 7. Standards and maintenance of work

7.1 The Grantee shall ensure that all work aided by the Grant shall conform to the plans and specifications submitted on the Project Proposal and agreed with the Council.

7.2 The Grantee shall endeavor to ensure that all features, trees and other fixtures or chattels for which the grant is received are maintained in good condition for the duration of the Agreement.

7.3 The Grantee shall ensure at all times that works and activities covered by the Grant will conform to any relevant statutory obligations, bylaws, planning consents or building regulations.

## 8. Access

8.1 Where public access forms part of the Project then the Grantee shall arrange such access as detailed in the Project Proposal Form. The Grantee shall ensure that no person is unreasonably denied access.

8.2 This Agreement has no effect on the obligations of landowners to maintain Rights of Way across their land.

## 9. Monitoring

9.1 The Grantee shall allow the Council (or any person duly authorised by it) to have such access to the Project as they may require in order to:

Inspect any work carried out using the Grant (in whole or in part)

Monitor the conduct and progress of any works listed in the Project Proposal Form

Monitor the outcome of the expenditure and usage of the project as defined in the Project Proposal Form.

9.2. The Grantee shall provide the Council with such monitoring information as it may require, including financial monitoring information, and shall give due consideration to any recommendations made following the above visit.

## 10. Payments

10.1. No Grant shall be paid for any work carried out prior to acceptance of the offer of the Grant.

10.2. The Grant may be paid in installments related to the progress of the works.

10.3 The Grant must be supported by receipted invoices or a certified statement of incurred costs. In the event of any or all of the work not being undertaken the Council shall require the Grant to be repaid proportionately.

## 11. Recovery

11.1. If the Grantee uses the Grant otherwise than to provide the Project without the consent of the Council, or does not spend all of the Grant or

deliver the Project in accordance with this Agreement, the Council shall claim reimbursement of the whole or any part of the Grant that;

(1) has not been spent, and / or

(2) has not been spent on the Project.

11.2. Where the property built or purchased or otherwise acquired by way of the Grant is sold or otherwise disposed of then this Agreement shall be assigned to the new owner of the land or feature. Where this is not possible then the Council may require the Grant to be repaid in part or in full by the Grantee.

## 12. Accounts and Audit

12.1. The Council may request evidence of expenditure and financial records at any time and shall undertake regular audits to ensure expenditure and outcomes are robustly monitored in accordance with the Project. The Grantee shall be given at least 2 weeks notice of the intention to carry out such an audit.

12.2. The Grantee shall provide the Council with its audited/certified accounts for the financial year or years covered by this Agreement and it shall do this within a period of six months following the end of its financial year.

## 13. Copyright and publicity

13.1. The copyright relating to the Project shall rest with the Grantee. The Council may from time to time, however, wish to refer to grants offered (either generally or specifically), or use the results of any work for the purpose of research, education or publicity, and the Grantee agrees to such use.

13.2. The assistance of the Council must be acknowledged by the Grantee in all publications and publicity relating to the Project.

## 14. Insurance and Indemnity

14.1. The Grantee shall assume responsibility for all aspects of the Project and shall indemnify and keep indemnified the Council against all actions claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Project in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council and to the extent that it may arise out of the act default or negligence of the Council or employees or agents of the Council not being the Grantee or employed by the Grantee. In particular, the Grantee shall ensure that all works and activities covered by the offer of grant aid conform to any relevant statutory obligation, byelaws, planning consents or building regulations. Furthermore, it is the Grantee's responsibility to obtain any necessary permissions and insurance cover before the work begins.

## 15. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under this Agreement where such performance is rendered impossible by circumstances beyond its control.

## 16. Contracts (Rights of Third Parties) Act 1999

Further to the Contracts (Rights of Third Parties) Act 1999 section 1 (2)a, no term of this Agreement may be enforced by any person who is not a party to this Agreement.

## 17. Termination

17.1. This Agreement shall terminate immediately

17.1.1 upon the expiration of the period specified in any notice given in the circumstances referred to in clause 18.1.

17.1.2 where there has been a fundamental breach of any part of this Agreement;

17.1.3 where one party gives to the other party 3 months notice of their intention to terminate this Agreement and in such case the Council shall claim reimbursement of the whole or part of the Grant not used to provide the Project;

17.1.4 where the Grantee is unable to provide the Project and in such circumstances the Council shall claim reimbursement of the whole or part of the Grant not used to provide the Project

## 18. Default

18.1 If either party fails to comply with the provisions of this Agreement the party not in default shall serve a notice on the other, in writing, detailing -

- (1) the nature of the default
- (2) the action the party in default must take to remedy the default, and
- (3) a reasonable period in which the party in default should take the action to remedy such default

18.2 If at the end of the time given to remedy the default no satisfactory action has been taken then the party not in default may proceed to terminate the agreement.

## 19. Complaints

19.1 The Grantee shall operate a complaints procedure for dealing with complaints from the public about the Project and shall provide the Council with details of this procedure if requested.

19.2. Any complaint made directly to the Council in connection with the Project shall be referred to the Grantee for investigation under the Grantee's complaints procedure.

19.3. The Council reserves the right to follow up complaints made in connection with the Project, if such complaints raise concerns about the appropriateness of expenditure or delivery of the Project.

## **20. Disputes and Arbitration**

20.1 In the event of any dispute arising between the parties in connection with this Agreement which cannot be settled by negotiation, the parties shall, in good faith, seek to resolve that dispute through mediation under the auspices of a single mediator agreed by both parties before resorting to arbitration.

20.2 If the dispute is not resolved by mediation, or if one of the parties does not participate in mediation, the dispute shall be referred to a single arbitrator agreed by both parties, or, in the event of agreement on a single arbitrator not being reached, to an arbitrator nominated by the Chair of Cheshire and North Wales Law Society (for the time being) and the result of such arbitration shall be binding on the parties with the costs of the process being shared equally between the parties.

## **21. Review**

Neston Town Council will review the delivery of all projects at least once within the first year and additionally, where applicable, yearly thereafter.

## **22. Declaration**

We the undersigned are authorised by the Council to sign this Agreement on behalf of the Grantee and the Council as the case may be

**\*A set of accounts must be submitted following completion of the project for which the grant has been issued within 90 days, and until those accounts have been submitted, no further grant applications will be considered.**

**\*Receipts must be provided for any single item of expenditure in excess of £100.**

**+Grant applications are only to be made when the applicant is unable to fully fund the project or make purchases from their own resources**

**Signed on behalf of the Grantee Signed on behalf of the Council**

**Position** \_\_\_\_\_

**Position** \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_  
(in block capitals)

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_  
(in block capitals)

Dated \_\_\_\_\_