



**This is a Grant Funding Agreement for the following grant scheme/project:**

## **The Councillor Initiative Fund**

This **Funding Agreement** is made on the date we confirm the grant award to you in writing either by e-mail or post.

The **Reference Number** is provided on the written confirmation of the grant award.

The **Total Grant Awarded** is provided on the written confirmation of the grant award.

This Grant Funding Agreement is made between:

### **West Lindsey District Council**

Guildhall, Marshall's Yard, Gainsborough, Lincolnshire, DN21 2NA  
(**"the Council"**)

and the **applying organisation** as listed on the completed grant application form  
(**"the Grantee"**)

**Whereas:** The Council has agreed to provide a grant to the Grantee towards the cost of providing the services and/or activities in line with the specification and conditions set out in the completed Application Form (**"the Project"**).

By submitting an application to the Councillor Initiative Fund, the applying organisation is confirming that they will receive a grant award and use it in full accordance with this Grant Funding Agreement.

## 1. Commencement and Duration

- 1.1 This Agreement shall take effect on the date we confirm a grant award in writing (the “Commencement Date”) and shall (subject to any extension of it agreed between the Parties or the earlier termination pursuant to Clause 14) expire 24 months after the Commencement Date.

## 2. This Agreement

- 2.1 Any reference to this “Agreement” means this agreement between the Council and the Grantee and includes the appendices/schedules hereto and any other documents incorporated by reference herein including:
- The application form and/or expression of interest form
  - The grantee’s acceptance of this grant agreement
  - The terms and conditions of this grant scheme
  - Any subsequent agreed variations

## 3. The Grant

- 3.1 The Council hereby agrees, in consideration of the Grantee agreeing to use the Grant towards the Project on the conditions of grant set out in this Agreement (including the completed Application Form), to pay the Grant to the Grantee.
- 3.2 The Grant is paid for, and only for, the purpose of contributing towards the cost of the Project and the Grantee shall not use the Grant for any other purpose.
- 3.3 The Grantee shall not transfer the Grant or any part of the Grant monies paid to the Grantee by the Council to any party or entity including any entity which forms part of the Grantee’s organisation or is in any way affiliated with the Grantee without the prior written consent of the Council.
- 3.4 The Grantee shall not use the Grant to pay for any spending commitments made before the date of this Agreement.
- 3.5 The Grantee shall immediately notify the Council of any offer of funding received for the Project from any other party.

## 4. The Project

- 4.1 The Grantee shall start the Project on the date agreed with the Council. In the event that the Grantee is unable to start with the Project on the date agreed, the Grantee shall forthwith write to the Council giving reasons for the delay and request an extension.
- 4.2 The Grantee shall make satisfactory progress with the Project in accordance with the agreed specification as set out in the completed Application Form. The Grantee shall without any delay inform the Council of any instance where there is a change in the Project which is unlikely to meet the terms of the specification. If such change is materially different the Grantee shall explain the reasons for this to the Council and immediately provide an action plan to bring the Project back in line with the specification set out in the completed Application Form.

## 5. Payment of Grant

- 5.1 The grant shall be paid by bank transfer (BACS) into a bank account or building society account in the Grantee's name which requires the signatures of at least two authorised people for every withdrawal. The Council shall only be liable to make payment of the Grant as long as funds are available and shall not be liable to make any further or additional payment to the Grantee.
- 5.2 The Council shall not be liable to the Grantee for any losses or costs whatsoever (including but not limited to bank charges) if the Council does not make Grant payments on the agreed date.
- 5.3 The Council shall have the right to revise and adjust the Grant payable under this Agreement at any time provided that should the Grant be decreased the Council shall give the Grantee 3 months' notice prior to the date of implementation of any such decrease.
- 5.4 If the Council is not satisfied that the Grantee has met all the terms of this Agreement or if the Council requires any additional information or documents the Council may request the Grantee to provide any such additional information and/or documents and may suspend payment of the Grant until the Council considers that the terms of the Agreement are met or until the Council receives the information and/or documents requested.
- 5.5 The Council may suspend payment of the Grant if the Council wishes to investigate any matters concerning the Grant (or any other Grants the Council has awarded to the Grantee). The Grantee understands and accepts that the Council shall have no liability for any consequences, whether direct or indirect, that results from a suspension even if the investigation finds no cause for concern.

## 6. VAT

- 6.1 The Grant is not intended to be applied towards recoverable VAT and the Grantee shall notify the Council immediately if any irrecoverable VAT paid towards the Project with the Grant becomes recoverable. This VAT shall then be reclaimed by the Council.
- 6.2 The Grantee shall keep proper and up to date records relating to VAT and the Grantee shall make such records available for the Council to inspect and shall provide the Council with any copies when requested.

## 7. Health and Safety

- 7.1 The Grantee shall take all necessary steps to secure the health and safety of its Staff and any visitor to the Project and shall at all times comply with Legislation relating to health and safety.

## 8. Environmental Issues

- 8.1 In all matters connected with the Project, the Grantee shall implement and maintain throughout the term of the Agreement including any extension thereof, systems designed to ensure good environmental practice including compliance with any relevant British Standards or European equivalents. In complying with its obligations under this clause, the Grantee shall have regard to any relevant environmental policies of the Council.

## 9. Equality and Diversity

- 9.1** The Grantee shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age or any other grounds prohibited by statute in terms of employment and service delivery. The Grantee and its Staff shall comply with all relevant Equality Legislation including but not limited to the Equality Act 2010.
- 9.2** The Grantee shall take all reasonable steps to secure the observance of clause **9.1** by all Staff.
- 9.3** The Grantee shall have in place throughout the duration of this Agreement an Equality and Diversity Policy in relation to the Grantee's obligations under clause **9.1**. In establishing and implementing such a policy, the Grantee shall have regard to the terms of the Council's own equal opportunities policy.

## 10. Safeguarding Children and Vulnerable Adults

- 10.1** The Grantee shall make the necessary arrangements to ensure that it and its Staff comply with all Legislation relevant to the duty to safeguard and promote the welfare of vulnerable adults and children in the delivery of all aspects of the Project including but not limited to the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012), the Health and Social Care Act 2008, Section 11 of the Children Act 2004 and The Mental Health Act 2007.
- 10.2** To fulfil the commitment to safeguard and promote the welfare of children and vulnerable adults, the Grantee shall have:
- Clear priorities for safeguarding and promoting the welfare of children and vulnerable adults explicitly stated in strategic policy documents;
  - A clear commitment by senior management to the importance of safeguarding and promoting children's and vulnerable adult's welfare;
  - A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children and vulnerable adults;
  - Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of children and vulnerable adults;
  - Procedures for dealing with allegations of abuse against members of staff and volunteers;
  - Arrangements to ensure all Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
  - Policies for safeguarding and promoting the welfare of children and vulnerable adults and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
  - Arrangements to work effectively with other organisations to safeguard and promote the welfare of children and vulnerable adults including sharing of information;
  - A culture of listening to and engaging in dialogue with children and vulnerable adults.

## 11. Insurance

- 11.1 Without prejudice to the Council's rights under this Agreement, the Grantee shall in respect of the performance of its obligations under this Agreement effect and maintain any insurance as may be required by law for the delivery of the project.
- 11.2 The Council shall be entitled to inspect the Grantee's policies of insurance and request copies of confirmation of renewal.

## 12. Human Rights

- 12.1 The Grantee shall take all reasonable steps to ensure that the systems and procedures that it adopts in the delivery of the Project comply with the provisions of the Human Rights Act 1998 and the European Convention on Human Rights.

## 13. General Conditions

- 13.1 You must give us or our agent's access to any financial records relating to this grant and allow us to take copies of document. You should keep all records for 6 years from the date of our last payment to you. Records include original invoices, receipts, accounts and legal documents.
- 13.2 You must safeguard our funding against fraud. You must tell us straight away if you know or suspect that funding is being used improperly or fraudulently.
- 13.3 You must send us any information we ask for in writing needed to monitor your project or activity and how effectively our funding is being used. You must give us or our agent's access to any premises where you carry out projects or activities for monitoring and spot checks if required.
- 13.4 Our staff, District Councillors and advisers cannot give you professional legal advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities.
- 13.5 Although we may give you funding and talk to you about your project and activity, you are still fully responsible for every part of your organisation and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 13.6 You are responsible for getting your own management and business advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your organisation is financially stable or solvent (this means your organisation is able to meet its financial responsibilities), even if we continue to support you. You must tell us immediately if your organisation changes in a way that may threaten its solvency.
- 13.7 In carrying out your day to day business and using the grant for projects or activities you must keep to any relevant laws or government requirements. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law.

- 13.8 If the grant is for a specific project or activity and you manage to complete the project or activity without using all the funds awarded by us and other funders, you must tell us the amount of funds left over. Any remaining funds must be repaid to the Council.
- 13.9 The Freedom of Information Act 2000 applies to us. This means that any information you give us could be released to any person who asks for it under this Act. You must tell us if you think any of the information should be confidential under any of the exemptions of the Act. Please visit [www.foi.gov.uk](http://www.foi.gov.uk) for information on the exemptions.
- 13.10 We will not fund any goods or services you purchase before this Grant Funding Agreement is signed by all parties.

## 14. Breaking this Agreement and Suspending or Repaying the Grant

- 14.1 If you break any conditions in this agreement or the Guidance Notes for this grant scheme, one or more of the following may apply:
- 14.1.1 You may have to pay back all or part of the grant
- 14.1.2 We may end this agreement immediately
- 14.1.3 We will decide what to do and the amount you will have to pay back (if any). When we are deciding, we may think about whether, in our opinion, the conditions were broken due to factors outside your control.
- 14.2 We may also take the actions set out in condition **14.1** if any of the following happens:
- 14.2.1 You close down your organisation (unless it joins with, or is replaced by another organisation that can carry out the purposes of the award to our satisfaction).
- 14.2.2 You significantly change the purpose of your organisation and this will impact on being able to use the grant as required.
- 14.2.3 You do not use the grant for the purpose for which we gave it.
- 14.2.4 You do not follow our reasonable instructions.
- 14.2.5 You do not perform any projects or activities using the grant with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your area of work.
- 14.2.6 You are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or considerable amount of your assets; or you enter into or propose any arrangements with the people you owe money to.
- 14.2.7 You act illegally or negligently at any time when delivering the project or activity using the grant, and we believe it has significantly affected the project or activity, and/or is likely to harm our or your reputation.
- 14.2.8 Without first getting our approval in writing, you sell or in some other way transfer the grant to someone else or another organisation.



## 15. Press and Publicity

- 15.1** The Grantee shall use the logo of the Council, to acknowledge the support of the Council, in any published documents that refer to the Project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project.
- 15.2** Subject to the provisions contained in clause **15.1** above, the Grantee may carry out any forms of publicity and marketing to promote the award of the Grant as it sees fit. The Council may assist with the publicity, marketing, and press or media related activities if reasonably requested by the Grantee.
- 15.3** The Grantee agrees that details of the Project may be broadcast on television, in newspapers and through other media.

## 16. Force Majeure

- 16.1** Neither Party shall be liable to the other in any manner whatsoever for any failure or delay in performing its obligations under this Agreement arising due to Force Majeure.
- 16.2** The Grantee shall notify the Council immediately if for any reason of Force Majeure, it is temporarily unable to meet its obligations under this Agreement. On receipt of such notification, the Council may at their discretion assist the Grantee where reasonably possible to ensure the continuity of the Project.

## 17. Entire Agreement

- 17.1** This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- 17.2** Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Agreement. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of agreement under the terms of the Agreement.

## 18. Dispute Resolution

- 18.1** The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute. Any dispute shall in the first instance be referred to the Agreement Managers of each Party for resolution. If the dispute cannot be resolved by the Agreement Managers of the Parties within ten (10) Working Days after the dispute has been referred to the Agreement Managers, either Party may give notice to the other Party in writing (Dispute Notice) that a dispute has arisen and within five (5) Working Days of the date of the Dispute Notice each Party shall refer the dispute to the Customer's Representative and the Supplier's Representative for resolution.

- 18.4** The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Agreement at all times.

## **19** **Applicable Law**

- 19.1** This Agreement shall be governed, interpreted and enforced according to the law of England and Wales.