

Ref:  
Total Amount: £



8

<p><b>SCC HLIA Grant Funding Agreement (“the Funding Agreement”) 201[ ] – 201[ ]</b> between xxxxxxxx (“the Applicant”) and Surrey County Council (“SCC”)</p>	
<p><b>Your contact details</b> Name  Address  Tel number  Mobile number  Email address</p>	
<p><b>Amount of funding SCC may agree (“Grant Funding”)</b></p>	£
<p><b>When SCC will make payment(s)</b></p>	<p>SCC anticipates making the payment of Grant Funding as soon as your paperwork is ready and has been approved. Payment of Grant Funding can be made as follows:</p> <ul style="list-style-type: none"> <li>• Direct to the certified bank account in the name of your organisation</li> <li>• If you have no bank account, to another organisation (agreed upon by SCC in writing) on your behalf</li> </ul>
<p><b>What is the purpose of the Project (Project Specification should be attached to Schedule 1) for which the funding may be provided, and what is it expected to achieve?</b></p>	
<p><b>Commencement date</b></p>	1 April 201[ ]
<p><b>Date(s) at which you will complete the project and provide the Service</b></p>	31 March 201[ ]
<p><b>What evidence does SCC require you to give us about the use of the funding?</b></p>	<p>SCC will require evidence of expenditure within 6 months of receipt of the full amount of the Grant Funding.</p> <p>Failure to supply the evidence as requested may result in SCC having no alternative but to ask that the funding be returned in full(Ref 9.2)</p>
<p><b>What you must do if your plans don’t work out</b></p>	<p>If it looks as if you may not be able to use the funding in the way agreed by Surrey County Council, you must tell us at once so that we can decide what to do.</p> <p>SCC reviews the progress of projects regularly, and reserves the right to re-allocate funding, which has not been spent by the end of</p>

	March 201[ ], unless by prior agreement.
<b>Our conditions to the funding (if any)</b>	<ol style="list-style-type: none"> <li>1. The Grant Funding has been agreed for the purposes set out on this form, can only be used for that purpose and must be spent by the end of March 201[ ], unless by prior agreement.</li> <li>2. The Applicant will appreciate that this funding is paid from public funds which are subject to scrutiny, so you need to keep records that show the cost of the project and the use to which the Grant Funding has been put. You should make these documents available if required by SCC. SCC has the right to ask you for more information or to come and look at your records and see what you did with the Grant Funding.</li> </ol>

## SCC CONDITIONS OF GRANT FUNDING

### 1. COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement shall commence on the Commencement Date unless the Agreement is terminated in accordance with **Condition 12** (Termination).

### 2. OBLIGATIONS OF THE APPLICANT

2.1 The Applicant undertakes to provide all such assistance and information, without cost to SCC, as may be required to enable SCC to fulfil its obligations under any applicable Legislation. This includes (without limitation) information relating to SCC's duty to provide Best Value.

2.2 The Applicant undertakes that the Grant Funding will be used solely for the purposes specified in the Application Form and that claims for Grant Funding are made strictly in accordance with the procedures set out in **Condition 5** (Payment Arrangements).

2.3 The Applicant may be required to submit evidence of expenditure within 6 months from receipt of the funding for the full amount of the Grant Funding as follows:

2.3.1 A signed and dated letter that states that you have used the funding for the purpose for which it was given;

2.3.2 A brief description about how you have spent the money;

2.3.3 Any supporting documentation such as copies of paid invoices, receipts for payment, or audited accounts;

2.3.4 If appropriate, any photos – electronically if possible.

2.4 The Applicant may be required, at its own expense, to provide SCC with any additional information as SCC may require from time to time in order that it may complete management reports (whether of a regular, cyclical or ad hoc nature) on the performance of the Services.

2.5 In the event that anything is done or not done by the Applicant which affects or may affect its compliance with the Agreement and/or the Legislation, they shall notify SCC immediately.

### 3. OBLIGATIONS OF SCC

3.1 SCC shall make Grant Funding in accordance with **Condition 5** (Payment Arrangements) below provided that the Applicant has complied with all of the provisions of this Agreement.

#### 4. MANAGEMENT

- 4.1 The Applicant shall maintain a sound system of internal financial controls.
- 4.2 The Applicant shall take adequate measures to safeguard against fraud and theft. All cases of fraud or theft, whether proven or suspected, relating to Grant Funding, shall be referred to the duly appointed Authorised Officer of SCC.
- 4.3 The Applicant shall make available at any reasonable time for inspection or audit all relevant documents and such other information as may be requested.
- 4.4 Project review meetings between SCC and the Applicant will take place every 3 (three) months (or such other period as agreed by the parties) to review management of the Project [and its compliance with the terms of this Agreement].

#### 5. PAYMENT ARRANGEMENTS

- 5.1 The Grant Funding made under this Agreement shall be used exclusively for the purposes and in the manner specified in the application documentation provided, can only be used for that purpose and must be spent by the end of March 201[ ], unless by prior agreement.
- 5.2 The Applicant shall have regard to economy, efficiency and effectiveness in all expenditure.
- 5.3 The Recipient undertakes that Payments will not be made and may not be used for any or all of the following:
- contributions in kind;
  - payments for activities of a political or exclusively religious nature;
  - depreciation, reduction of debts or impairment of fixed assets;
  - input VAT reclaimable by the Recipient from HM Revenue and Customs;
  - interest payments or service charge payments for finance leases;
  - gifts, other than promotional items with a value of no more than £10 in a year to any one person;
  - entertaining; and
  - statutory fines, criminal fines or penalties
- 5.4 All Payments shall be exclusive of any value added tax (VAT) chargeable in respect of the supply of goods and services to which the Payment relates unless VAT is included in the claim with a proper value added tax invoice. For the avoidance of doubt no sums in excess of the total Payments available under this Agreement (as specified under **Condition 5.1** above) are payable by the Funder to the Recipient including any taxes such as value added tax, or other monies due to any third party

- 5.5 If actual costs incurred in respect of expenditure eligible for Grant Funding are less than (50 %) fifty percent than had been expected and recorded in documentation provided, the Applicant will inform SCC of this in the first instance and an alternative use agreed, or any unspent money would need to be returned to SCC. Grant Funding will not be increased if the cost of the Service provided increases or if additional work is undertaken.

## 6. ACCOUNTING REQUIREMENTS

- 6.1 The Applicant accepts that the Grant Funding is paid from public funds, which are subject to scrutiny. The Applicant undertakes to maintain accounts and records of receipts and expenditure in relation to all transactions connected with the project delivered under this Agreement; this shall include invoices, receipts, accounting records and any other relevant documents relating to expenditure. These must be made available at any reasonable time for inspection or audit on request by SCC.
- 6.2 The Applicant shall comply with any specific instructions and guidance SCC issues in relation to any SCC Grant Funded expenditure.
- 6.3 The Applicant shall not sell or otherwise dispose of any assets purchased wholly or partly using SCC Grant Funding, nor allow a third party to take a charge of such assets without the written consent of SCC. SCC may require the proceeds of any disposal, or an appropriate part of them, to be repaid to SCC.
- 6.4 All risks associated with equipment purchased using SCC Grant Funding shall rest with the Applicant from the date of purchase, including but not limited to insurance and safety obligations.

## 7 ENQUIRIES

- 7.1 All enquiries or written communications should be addressed to the SCC [ Officer name and details to be inserted)]

## 8. NON-PERFORMANCE

- 8.1 The Applicant shall notify SCC immediately of any difficulties that arise and affect the delivery of the project set out within the application. SCC with the Applicant shall endeavour to find a mutually agreed solution to overcome any difficulties that affect the provision of the Service. In the event that there is no agreement on a solution and the Applicant fails to deliver the project set out in the application form submitted, SCC may at its discretion:
- 8.1.1 withhold any or all of the Grant Funding and/or may require all or part of them to be repaid;
- 8.1.2 terminate the Agreement in accordance with **Condition** 12 where the failure to perform is a breach of the Agreement which is incapable of remedy;
- 8.1.3 require the Applicant to deliver up to SCC any assets purchased wholly or partly out of SCC Grant Funding or require the sale of such assets at market value, whereupon the proceeds of such sale (or relevant proportion thereof) shall be refunded to SCC.
- 8.2 The Applicant shall indemnify SCC against any costs, losses and expenses it may incur (by way of expenditure of money, time or resources, including any legal costs or similar expenses) in taking steps to terminate the Agreement and/or recovering any sums due from the Applicant to SCC as a consequence of failure by the Applicant to perform its obligations under the Agreement.

## 9. REPAYMENT OF GRANT FUNDING

- 9.1 SCC reserves the right to require part or all of the Grant Funding to be repaid if:
  - 9.1.1 SCC considers that the Applicant is failing to deliver the project set out in the application or fails to comply with any other terms of this Agreement; or
  - 9.1.2 Any of the information provided by the Applicant in claims for Grant Funding or in supporting or subsequent correspondence is found to be substantially incorrect, inaccurate or incomplete in the opinion of SCC.
- 9.2 Failure to supply the evidence against use of funding if requested may result in SCC having no alternative but to ask that the funding be returned in full.
- 9.2 Any over-payment of Grant Funding, or any amount paid in error, must be repaid immediately to SCC upon the Applicant becoming aware that there has been an overpayment or upon demand by SCC.

**10. UNDERTAKINGS**

- 10.1 The Applicant irrevocably undertakes that:
  - 10.1.1 all information and representations made in application and supporting documentation and other matters of fact communicated to SCC by the Applicant are true, complete and accurate in all respects at the date of issue and where any such information may change, the Applicant shall immediately make SCC aware; and
  - 10.1.2 suitable staff and resources are available to carry out the Project set out within the application and that the Applicant has or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the project, and the Applicant agrees to indemnify and keep indemnified SCC against any proceedings, claims, damages, liability, costs, charges and expenses incurred as a consequence of failure to comply with the said warranties.
- 10.2 Notwithstanding the provisions of **Condition** 10.1, the Applicant shall indemnify and keep indemnified SCC against all proceedings, claims, damages, liability, costs, charges and expenses arising from any deliberate or negligent act, default or omission or breach of this Agreement by the Applicant or any of its sub-contractors or employees except to the extent that it might arise out of any act of wilful default or negligence of SCC, its employees or agents.
- 10.3 Where any part of the performance of the Agreement has been sub-contracted by the Applicant, the Applicant shall remain primarily liable to perform this Agreement in accordance with its terms. For the avoidance of doubt, the Applicant shall remain liable for the acts, defaults or neglect of any subcontractor or its agents, servants or employees in all respects as if they were the acts defaults or neglect of the Applicant or its agents, servants or employees.
- 10.4 The Applicant undertakes to ensure that its authorised agents or sub-contractors comply with the provisions of this Agreement.
- 10.5 The Applicant’s liability to SCC under **Condition** 10.2 shall be without prejudice to any other right or remedy available to SCC.

**11. INSURANCE**

- 11.1 The Applicant shall maintain appropriate and adequate insurance policies with a reputable insurer to cover its liability for the provision of the Service under this

Agreement and (where applicable) during the Period of the Extended Agreement, including if the circumstances require:

- 11.1.1 employer's liability to comply at least with the requirements of the Employer's Liability (Compulsory Insurance) Act 1969; if required for the project;
  - 11.1.2 public liability cover in respect of any one act, or occurrence or series of acts or occurrences throughout the Period of the Agreement;
  - 11.1.3 professional indemnity insurance cover if required or appropriate for the project;
  - 11.1.4 building and contents Insurance (in such sum as is appropriate, having regard to the value of buildings and the contents) if required or appropriate; and
  - 11.1.5 such other insurance as SCC reasonably deems necessary having regard to the nature the Services being provided.
- 11.2 Upon request by SCC, the Applicant shall provide copies of policies and evidence of payment of premiums.

## **12. TERMINATION**

- 12.1 This Agreement may be terminated by written notice with immediate effect if:
- 12.1.1 the Applicant commits a breach of this Agreement, and fails to remedy such breach (if capable of remedy) within fourteen days of the service of a notice by SCC on the Applicant outlining the breach; or
  - 12.1.2 the Applicant commits a material breach of any of its obligations under this Agreement.
- 12.2 Notwithstanding the provisions of **Condition** 12.1, either party may terminate this Agreement at any time by giving (3) months notice in writing to the other without incurring any liability for termination.
- 12.3 The exercise of rights to terminate this Agreement shall not affect any existing rights or obligations of either Party.

## **13. VARIATIONS**

- 13.1 No amendment or variation to this Agreement shall be effective unless it is agreed in writing and signed by or on behalf of each of the Parties.

## **14. EQUAL OPPORTUNITIES**

- 14.1 The Applicant will ensure that it complies and shall ensure that its employees, agents and sub-contractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant legislation (including the Equality Act 2010) as well as statutory and other official guidance and codes of practice.
- 14.2 The Applicant acknowledges that that SCC has a general duty under the Equality Act 2010 ("the Act") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunities in carrying out its functions. The Applicant shall be considered to have the same obligations as SCC under the Act when carrying out the Project.

## **15. HEALTH AND SAFETY**

The Applicant shall take all necessary steps to secure the health, safety and welfare of all persons associated with or affected by delivery of the project

covered by this funding agreement and shall at all times comply with all relevant health and safety Legislation.

**16. CONFIDENTIALITY AND PUBLICITY**

16.1 The Parties will at all times keep confidential information acquired as a result of this Agreement, except information which:

16.1.1 is required to be disclosed by law; or

16.1.2 comes into the public domain or is disclosed to the public otherwise than by either Party disclosing the information.

16.2 SCC may publicise this Agreement, the Project and/or the Grant Funding. The Applicant will be invited to participate with such publicity requirements as SCC may specify from time to time.

**17. FREEDOM OF INFORMATION**

17.1 The Applicant acknowledges that SCC is subject to the requirements of the Environmental Information Regulations and the Freedom of Information Act 2000 and agrees to use all reasonable endeavours to assist SCC (at the Applicant's expense) to comply with its obligations imposed under those provisions.

**18. THIRD PARTIES**

18.1 It is not intended that any party who is not a party to this Agreement shall have the right to enforce any obligations, rights or provisions contained in this Agreement and any rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.

**19. WAIVER**

Failure by SCC at any time to enforce the provisions of this Agreement, shall not affect the validity of this Agreement or the right of SCC to enforce any provision in accordance with the terms of this Agreement.

**20. JURISDICTION**

20.1 The Agreement shall be governed by and construed in accordance with English Law.

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For and on behalf of  
**SURREY COUNTY COUNCIL**

.....  
[ ] Name of Authorised Signatory

For and on behalf of  
[ ] **Name of Applicant**

.....  
[ ] **Applicant's signature**

<b>Account Details:</b>	Type of Organisation: voluntary / public / private sector (please select) VAT registration number (if appropriate) _____
	Name of account holder _____
	Account number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	Bank sort code: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
	Roll Number: (if applicable) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	<b><i>I accept the terms set out within the funding agreement and request that the payment of the funding should be made as indicated above</i></b>
Signed: _____	
Date: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

**Please return one copy of this completed form to: Surrey County Council, officer details to be inserted.**