

Stage 3

Community Led Housing Fund - Grant Agreement

Organisation Details:

Organisation:	
Project title:	
Contact person:	
Contact details:	
Amount awarded:	
Form completed by:	

Expenditure

Note: Please refer back to the approved details provided on your application form. Please give as much detail as possible on your proposed expenditure.

Item	Amount	Who is providing the goods/service?	How will you monitor this spending?
Total			

Organisation's bank account details

Wherever possible The Council makes payments by BACS. To do this we need your organisation's bank details.

Sort Code:		Account number:	
Name of your organisation as recognised by your bank:			
Name and address of your organisation's bank:			

This Agreement is dated <>

PARTIES

- (1) The Council of the Borough of Harrogate, Civic Centre, St Luke's Avenue, Harrogate, HG1 2AE (the Council)
- (2) <Insert name of recipient> <details of legal structure> of <insert address>(the Organisation)

BACKGROUND

- (A) The Council has agreed to pay the sum of <insert amount of money> (the Grant) to assist it in carrying out <insert what the grant monies will be spent on > (the Development).
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Organisation.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose of which it is awarded.

AGREED TERMS:

1.0 Obligations

- 1.1 The Organisation shall use the Grant for the purposes outlined above and in its application form dated <insert date of stage 2 application> unless it has received prior written confirmation from the Council that a variation of spend can be made.
- 1.2 The Grant payment shall be released once an agreed and signed copy of this Funding Agreement is returned to the Council.
- 1.3 The approved funds shall be spent within 12 months of the date of their receipt by the Organisation. Any unspent funds shall be returned to the Council unless the Council has agreed in writing a variation to this Agreement.
- 1.4 The Organisation shall keep all financial records and accounts including receipts for items or services bought with the Grant for at least 6 years and made available to the Council, if requested.

- 1.5 The Organisation agrees that, if it is going to be working with children or vulnerable adults, it will ensure that the necessary checks have been carried out through the Disclosure and Barring Service (formerly Criminal Records Bureau) on paid and volunteer staff.
- 1.6 The Organisation shall comply with any legal and insurance obligations that may be relevant in order to carry out the Development, such as planning, licensing, employment, health and safety, and equal opportunities legislation. The Organisation shall ensure that all necessary permits and licenses have been obtained for any event or project funded by the Grant and that the event or project complies with all relevant regulations.
- 1.7 The Organisation shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Organisation, arising out of the Organisation's performance of the Agreement, including death or personal injury, loss of damage to property or any other loss.
- 1.8 The Organisation acknowledges that the Council will, under no circumstances, be liable for any damage, injury or loss of any kind whatsoever to any property or persons occurring as a result of activities undertaken with the payment of the Grant.
- 1.9 The Organisation shall allow the Council's representatives to make visits and have access to relevant information, if requested.
- 1.10 The Council is committed to equal opportunities both in the provision of services and as an employer. The Organisation shall ensure that it promotes through its activities equal opportunities to all sections of the community, its internal management practices, and in its dealings with any partners or contractors.
- 1.11 The Organisation shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise. The Organisation shall take all reasonable steps to secure the observance of this clause by all servants, employees or agents of the Organisation and all suppliers and sub-contractors engaged on the Development.
- 1.12 The Organisation gives permission for the Council to contact our organisation by phone, mail or email with regards to this Funding Agreement. The Organisation understands the Council may list their organisation as a recipient of funds, and provide details about the application, in press releases, in the press, on our website, annual review and other publications.
- 1.13 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Development, the use of the Grant or from withdrawal of the Grant. The Organisation shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Organisation in relation to the Development, the non-fulfilment of obligations of that under this Agreement or its obligations to third parties.
- 1.14 The Organisation acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

The Organisation shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

The Organisation acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Organisation. The Council shall take reasonable steps to notify the Organisation of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

- 1.15 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection legislation which arise in connection with the Agreement.
- 1.16 The Organisation agrees that the Grant shall only be used for or towards the development of Affordable Housing (either for sale or for rent) as defined by National Planning Policy Framework (July 2018, annexed 2) or any replacement thereof.

2.0 Withholding or Repayment of Funding

- 2.1 The Council may at its discretion withhold or suspend payment of the Grant and or require repayment of all or Part of the Grant if:
 - a. If The Organisation fails to keep the terms and conditions of the offer of funds as detailed above.
 - b. If the application form or accompanying documents provided in the application process contained false or deliberately misleading information.
 - c. If the Organisation does not achieve the outputs detailed in 1.1 to 1.3 above.
 - d. If any member of The Organisation' governing body, staff or volunteers act dishonestly or negligently in their implementation of the funds.
 - e. If The Organisation closes down, ceases to exist, goes into administration, receivership or liquidation.
 - f. If the Organisation does not use the Grant towards the development of Affordable Housing (either for sale or for rent) as defined by National Planning Policy Framework (July 2018, annexed 2) or any replacement thereof.

2.2 If funding is to be held back or a request is made by the Council for repayment in whole or in part, the Council will give the Organisation one month's notice to repay the funds or agree remedial action with the Council. Further funding will be withheld until the Council is satisfied that the remedial action has been completed.

3. Payment of Grant

3.1 The Grant will be paid to the Organisation within 30 days of receiving a signed copy of the Grant Agreement.

4. General

4.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the <insert for how long agreement will be for> (Grant Period) or for so long as any Grant monies remain unspent by the Organisation, whichever is longer.

4.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

4.3 The Council may terminate this Agreement and any Grant payments on giving the Organisation three months written notice should it be required to do so by financial restraints or for any other reason.

4.4 The Organisation may not, without the prior written consent of the Organisation, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Development, transfer or pay to any other person any part of the Grant.

4.5 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

4.6 This Agreement shall not create any partnership or joint venture between the Council and the Organisation, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

4.7 Where the Organisation is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Organisation shall be jointly and severally liable for the Organisation's obligations and liabilities arising under this Agreement.

4.8 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

4.9 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED by duly authorised signatories of the Council and the Organisation respectively.

Signature:
Print Name: Madeleine Bell
Position: Head of Housing and Property

For and on behalf of the Council
Date:

Signature:
Print Name:
Position:

For and on behalf of the Organisation
Date:

Please return one signed copy of this Grant Agreement by email to:
communityhousing@harrogate.gov.uk