

GRANT AGREEMENT: ACTIVE TRAVEL FUND TRANCHE 2 – WORKPLACE CYCLE PARKING

I write in respect of the Active Travel Fund – Cycle Parking grant scheme and the application submitted to Hampshire County Council (the 'Funder') by [] (the 'Recipient') dated []. In order to confirm that the application has been successful and, subject to this Grant Agreement being agreed and signed by the Funder and the Recipient (together the 'Parties'), that the Funder intends to grant to the Recipient the sum of £[] ([]) (the 'Grant'). The Grant shall be used to assist solely with the expenses outlined in the application for the project titled: Active Travel Fund Tranche 2 – Cycle Parking (the 'Purpose').

This letter and the attached schedules set out the terms of the Grant Agreement between the Parties. For the purposes of this Grant Agreement the Parties agree as follows:

- the Grant is to be paid to the Recipient in accordance with this Grant Agreement;
- the Grant Agreement shall commence when this letter has been signed by both parties (Commencement Date) and continue until the Recipient has satisfied the reporting requirements of the Grant as specified in clause 4, unless the Funder, at its sole discretion, agrees in writing to extend the Grant Agreement beyond that initial term (Grant Period);
- the address for notices of the Parties are:

For Hampshire County Council:

Address: The Castle, Winchester, Hampshire, SO23 8UJ
Attention of: []
Email: []
Tel: []

For the Recipient: []

Address: []
Attention of: []
Email: []
Tel: []

Please confirm your acceptance of the terms attached to the Grant by signing and returning the enclosed copy of this letter marked for my attention.

Yours faithfully,

We accept the terms of grant set out in this letter and the attached schedules.

Recipient Name:

Position:

Recipient Signature:

Date:

Schedule 1

Terms of Grant

1. Purpose and Use of Grant

- 1.1 The Recipient shall use the Grant only for the Purpose and in accordance with the terms and conditions set out in this Grant Agreement. The Grant shall not be used for any other purpose unless a variation has been approved in writing by the Funder.
- 1.2 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of the Purpose.
- 1.3 The Funder may make enquiries and collect information relevant to the Recipient's grant application for any purpose, including assessment, monitoring, reporting and for promotional material including media releases, websites, brochures and any other material.
- 1.4 The Recipient must respond to the Funder throughout the whole grant process within a reasonable time frame. If the Funder receives no response to enquiries from the Recipient within one month from the date of commencement following reasonable effort on the part of the Funder, the grant will be cancelled.

2 Payment of Grant

- 2.1 Subject to clause 5, the Funder shall pay the Grant to the Recipient upon completion of the project and promptly after the receipt of a valid Project Evaluation Form (Schedule 2) subject to the necessary funds being available. All Project Evaluation Forms must be submitted with evidence (entirely to the Funder's satisfaction) that the expenditure being claimed has been used for the Purpose.
- 2.2 For the avoidance of doubt, no Grant shall be paid unless and until the Funder is satisfied that such payment has been used by the Recipient for the Purpose and the Recipient agrees to supply such information, explanations and documents as the Funder may reasonably require in this respect.
- 2.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 2.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise.

3 Accounts and records

- 3.1 A Project Evaluation Form confirming that the project has been completed (to include details of registration with the Cycle to Work Scheme) must be submitted within 30 days of the project end date specified within the application. If the Recipient fails to lodge this report within 30 days of the project without a written approved extension from the Funder, the Recipient may lose their entitlement to this Grant.
- 3.2 The Recipient shall keep separate, accurate and up-to-date accounts and records in respect of the Grant monies received by it.
- 3.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least three years

following receipt of any Grant monies. The Funder shall have the right to review the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

- 3.4 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 3.5 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 3.6 The Recipient must notify the Funder of any changes to the Recipient that directly affect the project from being executed as specified within the terms of this agreement.

4 Monitoring and Reporting

- 4.1 Monitoring and evaluation is a key part of the delivery of Active Travel Fund. Recipients are expected to provide a Monitoring Report (Schedule 3) at both 6 and 12 months after completion of the project. Monitoring and reporting will incorporate as a minimum the assessment of the expected outcomes and outputs from the project.

5 Freedom of information

- 5.1 [The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- 5.2 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient and 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.]

OR

- 5.3 [Each Party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall provide all necessary assistance and cooperation as reasonably requested by the other Party to enable that Party to comply with its obligations under the FOIA and EIRs;
- 5.4 Each Party acknowledges that the other Party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other Party and 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.]

6 Withholding, suspending and repayment of Grant

- 6.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its

discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- 6.1.1 the Recipient uses the Grant for purposes other than the Purpose;
- 6.1.2 the Purpose is not discharged within the Grant Period;
- 6.1.3 the Recipient obtains duplicate funding from a third party for the discharge of the Purpose;
- 6.1.4 the Recipient provides the Funder with any materially misleading or inaccurate information;
- 6.1.5 the Recipient commits or has committed a prohibited act or offence under the Bribery Act 2010;
- 6.1.6 the Recipient, or any director, member of the governing body, employee or volunteer of the Recipient, has:
 - a) acted dishonestly or negligently at any time or
 - b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 6.1.7 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 6.1.8 the Recipient becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for the Recipient to be wound up, or the Recipient enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 6.1.9 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- 6.1.10 the Recipient fails to register with the HMRC Cycle to Work Scheme and/or fails to continue to offer its employees the HMRC Cycle to Work Scheme; or
- 6.1.11 the Recipient does not have the required permissions to instal/construct the parking facilities.

7 Limitation of liability

- 7.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient discharging the Purpose, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder and its personnel 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 Recipient in relation to the discharge of the Purpose, the use of the Grant or from withdrawal of the Grant, the non-fulfilment of

obligations of the Recipient under this Grant Agreement or its obligations to third parties.

7.2 Subject to clause 6.1, the Funder's liability under this Grant Agreement is limited to the payment of the Grant.

8 Warranties

8.1 The Recipient warrants, undertakes and agrees that:

- (a) it has not committed, nor shall it commit, any prohibited act or offence under the Bribery Act 2010;
- (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (c) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (d) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (e) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (g) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Grant Agreement; and
- (h) since the date of its last accounts there has been no material change in its financial position or prospects.

9 Insurance

9.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Grant Agreement, including death or personal injury, loss of or damage to property or any other loss.

9.2 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

10 Termination

The Funder may terminate this Grant Agreement and cease payment of the Grant on giving the Recipient written notice should it be required to do so by financial restraints or for any other reason.

11 Waiver

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

12 Notices

All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed to the address of the relevant party, as referred to in the above letter or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 17:00 on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

13 Dispute resolution

- 13.1 Should any dispute arise in connection with this Grant Agreement or its performance, construction or interpretation, then, within twenty (20) working days of a written request from one party to the other a representative from each Party shall initially discuss and attempt to resolve the dispute. If the representatives are unable to resolve the dispute to the satisfaction of both Parties, the dispute shall be escalated to the next appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties, it shall be escalated to an appropriate director for resolution.
- 13.2 In the absence of agreement under clause 13.1, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

14 No partnership or agency

This Grant Agreement shall not create any partnership or joint venture between the Funder and the Recipient, 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.

15 Joint and several liability

Where the Recipient 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 Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Grant Agreement.

16 Contracts (Rights of Third Parties) Act 1999

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.

17 Governing law

This Grant 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.

Schedule 1

Expression of Interest

[To be completed on award of the grant]

Schedule 2
Project Evaluation Form

[To be completed on award of the grant]

Schedule 3

Monitoring Report

[To be completed on award of the grant]