

Schedule 1

Terms of Grant

Definitions

“**Grant**” means the loan of an E-Bike or E-Cargo Bike for the period set out above;

“**Purpose**” means the use of the Grant for business journeys, and also commuting journeys where corporate policy and insurances permits such use for personal staff and visitors.

1. Purpose and Use of Grant

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

2 Provision of Grant

- 2.1 The Grant will consist of the loan of an E-Bike or E-Cargo Bike from the Council to the Operator as set out in this Agreement and there will be no financial element to the Grant.
- 2.2 For the avoidance of doubt, no Grant shall be confirmed unless and until the Council is satisfied that the Operator can comply with the requirements of this Agreement.

3 Monitoring and Reporting

- 3.1 Monitoring and evaluation is a key part of the delivery of Active Travel Fund. Operators are expected to provide a Diary and Log Book (Schedule 2) 6 and 12 months into the hire period.

4 Freedom of information

- 4.1 [The Operator acknowledges that the Council 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 Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- 4.2 The Operator acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the

Operator 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

- 4.3 [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;
- 4.4 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.]

5 Withholding, suspending and repayment of Grant

- 5.1 The Council's intention is that the Grant will be provided to the Operator in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend the Grant and/or require repayment of all or part of costs associated with the Grant if:
 - 5.1.1 the Operator uses the Grant for purposes other than the Purpose;
 - 5.1.2 the Purpose is not discharged within the Grant Period;
 - 5.1.3 the Operator obtains duplicate funding from a third party for the discharge of the Purpose;
 - 5.1.4 the Operator provides the Council with any materially misleading or inaccurate information;
 - 5.1.5 the Operator commits or has committed a prohibited act or offence under the Bribery Act 2010;
 - 5.1.6 the Operator, or any director, member of the governing body, employee or volunteer of the Operator, has:
 - a) acted dishonestly or negligently at any time or
 - b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
 - 5.1.7 the Operator 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);
 - 5.1.8 the Operator becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for the Operator to be wound up, or the Operator enters into any arrangement or

composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

- 5.1.9 the Operator fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

6 Limitation of liability

- 6.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Operator discharging the Purpose, the use of the Grant or from withdrawal of the Grant. The Operator shall indemnify and hold harmless the Council 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 Operator 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 Operator under this Agreement or its obligations to third parties.
- 6.2 Subject to clause 6.1, the Council's liability under this Agreement is limited to the provision of the Grant.

7 Warranties

- 7.1 The Operator 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 Council 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 Operator which has been disclosed to the Council 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 Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council 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.

8 Termination

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

9 Waiver

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.

10 Notices

All notices and other communications in relation to this 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.

11 Dispute resolution

- 11.1 Should any dispute arise in connection with this 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.
- 11.2 In the absence of agreement under clause 11.1, 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.

12 No partnership or agency

This Agreement shall not create any partnership or joint venture between the Council and the Operator, 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.

13 Joint and several liability

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

14 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.

15 Governing law

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.

Schedule 1

Expression of Interest

[To be completed on award of the grant]

Schedule 2

Log Book/Diary

[To be completed on award of the grant]