

GRANT AGREEMENT

THIS AGREEMENT is made on

2021

Between

1. Belper Town Council, St John's Chapel, The Butts, Belper, Derbyshire DE56 1HX (The Council)
and
2. Blue Box Community Organisation, (whose registered office is 2 Alder Road, Belper, Derbyshire, DE56 1LP) (The Grant Recipient)

1 AMOUNT OF GRANT AND PAYMENT

- 1.1 This Council agrees to make Grant of ~~£25,000~~ £20,000 (Twenty Five Thousand Pounds) to facilitate the development and build of the Blue Box Community Facility
- 1.2 The Grant shall be paid as follows
 - ~~• £5,000 on signing of the Agreement (Initial Payment)~~
 - £20,000 upon the appointment of the Contractor to build the Facility to develop Building Regulations complaint technical designs and construction drawings (Final Payment)

2 OBLIGATIONS OF THE GRANT RECIPIENT

- 2.1 ~~The Grant Recipient will use the Initial Payment for design, pre-planning and full planning application for the Facility.~~
- 2.2 The Grant Recipient will use the Final Payment for the purposes of constructing the facility for the purpose of developing Building Regulations compliant technical designs and construction drawings required for the project to be put to tender.
- 2.3 The Contractor selected to build the Facility will be selected by a competitive process.
- 2.4 The Facility will comply with Planning Consents and Conditions and Building Regulations Conditions.
- 2.5 The Facility will be built and used in accordance with the Business Case and Executive Summary dated October 2016.
- 2.6 The Facility shall not be transferred to another organisation or business within 5 years of the completion of the Facility except for transfer from the community organisation to a CIC or similar.
- 2.7 ~~The Grant Recipient will prepare an annual report for consideration by the Council's Finance Committee detailing use of the Grant and compliance with the~~

~~terms of the Agreement.~~ The Grant Recipient will provide to the Clerk ongoing confirmation as and when the funds are allocated/spent.

- 2.8 The Grant Recipient will comply with all current legal requirements, and will operate in accordance with appropriate Health and Safety, Disability Discrimination Safeguarding and Equal Opportunities legislation.
- 2.9 The Grant Recipient will acknowledge the financial support of the Council on its website and literature and on a board with the Facility
- 2.10 The Grant Recipient shall not use any of the Grant for any other purpose other than providing the commitments set out in the Agreement and shall specifically not use any funds for the purpose of supporting directly or indirectly any organisation or activity which is likely to bring the Council into disrepute or for supporting directly or indirectly any party political organisations or activities.
- 2.11 The Grant Recipient shall not work with any groups where the purpose of that project is to promote a particular religious or political view. This clause does not prevent the Grant Recipient from letting the facility to such groups.

3 TERM AND TERMINATION

- 3.1 This Agreement shall remain in force until five years following the completion of the Facility unless terminated under the following clauses.
- 3.2 The Council may serve the Grant Recipient with a notice in writing to terminate the Agreement with immediate effect and reclaim from the Grant Recipient, all or part of the Grant paid which has not at the date of such termination been expended by the Grant Recipient where:
 - 3.2.1 The Grant Recipient is in breach of any term or condition of clause 2, subject to clause 4.
 - 3.2.2 The Grant Recipient is dissolved for any reason.

4 BREACH

- 4.1 If either Party considers the other to be in breach of the terms and conditions of the Agreement or has any grievance about some aspect of the Agreement's operation, the Parties shall make every effort to resolve the issue through joint discussions. Where this fails:
 - The Party wishing to make the complaint should provide the other with written details, including proposals for resolution.
 - A written response should be sent to the initiating Party within 14 days.
 - If the response is not considered to resolve the issue, the initiating Party may request in writing to the other Party a meeting of the authorised signatories (or their successors).

- Where the meeting does not resolve the complaint the issue should be considered by the Management Committee of the Grant Recipient or the relevant Council Committee as a confidential item (so far as legislation permits it). Any submissions should be sent in advance to the other Party and representation permitted.
- If either Party is dissatisfied with the outcome as notified in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

4.2 If, after exhaustion of the process laid out in clause 4.1, the Council considers that the Grant Recipient has committed a material breach of the Agreement which is not capable of remedy, the Council may terminate the Agreement as set out in clause 3.

5 GENERAL CONDITIONS

5.1 The Parties recognised that this Agreement does not provide for every eventuality and accordingly agree to operate with fairness with each other in dealing with all matters that may arise during the term of the Agreement.

5.2 Any notice to be served under this Agreement shall be served at the address of the Party and in the case of the Council addressed for the attention of the Town Clerk and in the case of Grant Recipient for attention of the Secretary.

5.3 The waiver by either party of a breach of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have operate as a waiver of any breach or default by any other Party.

5.4 Any variation to this Agreement shall only be effective if the Council and The Grant Recipient have agreed to it in writing.

5.5 This Agreement shall be governed by English Law.

Signed on behalf of Belper Town Council

Mayor

Deputy Mayor

SIGNED by
For on behalf of Grant Recipient

Name