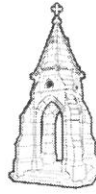


Dronfield Town Council

Town Clerk:
Joanne Mitchell



Dronfield Civic Hall
Dronfield Civic Centre
Dronfield, S18 1PD
Telephone: 01246 418573
Email: townclerk@dronfield.gov.uk
Website: www.dronfield.gov.uk

21st December 2022

To: The Chairman and Members of Dronfield Town Council

Dear Councillor,

You are summoned to attend an extraordinary meeting of Dronfield Town Council to be held on

**THURSDAY 29th DECEMBER 2022 AT 6.00pm
IN THE COUNCIL CHAMBER, CIVIC HALL, DRONFIELD**

Yours sincerely



CLlr Susan Burkitt
Vice-Chair of Dronfield Town Council

Please be aware that meetings open to the public may be recorded by representatives of the media or by members of the public. Any persons intending to record this meeting are:

1. Requested not to film the public seating area and to respect the wishes of members of the public who have come to speak at a meeting but do not wish to be filmed.
2. Reminded that it is not permitted for oral commentary to be provided during a meeting. The Chairman may ask people to stop recording and leave the meeting if they act in a disruptive manner.

AGENDA

1. **Apologies**
To receive apologies and reasons for absence from the meeting.
2. **Declarations of Interest**
To enable Members to declare the existence and nature of any Disclosable Pecuniary Interests they have in subsequent agenda items, in accordance with the Parish Council's Code of Conduct. Interests that become apparent at a later stage in the proceedings may be declared at that time. To receive and approve request for dispensations from members on matters in which they have a Disclosable Pecuniary Interest.
3. **UK Shared Prosperity Fund Grant Application**
To consider the terms of the Offer Letter and Grant Agreement from North East Derbyshire District Council for the UK Shared Prosperity Fund grant for Sindelfingen Park.



**North East
Derbyshire
District Council**

Mike Keys
Dronfield Town Council
Civic Hall, Civic Centre
Dronfield
S18 1PD

Date: 13 December 2022

Ref: QPPA011

Dear Mike,

NED UKSPF Quality Parks and Play Areas Approval Offer Letter

- 1 I am pleased to inform you that North East Derbyshire District Council (NEDDC) has approved your Application for a Grant from the NED UKSPF Quality Parks and Play Areas Fund. We now offer Dronfield Town Council ("the Grant Recipient") a Grant of £150,000 towards Eligible Expenditure for the Project on the terms set out in this offer letter. **A retention of grant to the value of the equipment that may require planning permission will be withheld until confirmation of planning approval or status is received. We will contact you separately to discuss this in greater detail.**

Whilst the initial intention for this bidding round was for parks that could complete by 31st March 2023, we appreciate that the delayed national announcement of UKSPF may have an impact on your schedule.

Due to our UKSPF financial plans the aim is that your project can still be delivered within the original time but if this is no longer achievable please let us know as soon as possible. This will not affect your approval status but we need to ensure that we have realistic forecasts for our UKSPF programme for the current 22/23 financial year.

- 2 The Grant is offered on the terms of:
 - (a) this letter ("the Offer Letter"); and
 - (b) the attached Grant Agreement (including its Schedules) which includes Standard Conditions of Grant ("the Grant Agreement"); and
 - (c) the Contracted Outputs and Project Specific Conditions of Grant contained in Schedule 1 of the Grant Agreement ("the Project Specific Conditions"); and
 - (d) any Project Specific Eligible Expenditure contained in Schedule 3 of the Grant Agreement ("the Breakdown of Grant").

OFFICIAL-[SENSITIVE]

3 The Project consists of:

- (a) the carrying out of the Project Activities fully described in the Application but which can be briefly described as installation of play equipment and safety surfacing at Sindelfingen Park, Dronfield.
- (b) the subsequent use of the Assets for the Approved Use during their Useful Economic Life.

4 The amount of the Grant to be paid has been determined as follows:

- (a) Project Specific Eligible Expenditure up to the Maximum Sum of £150,000.
- (b) Payment of Grant will be in accordance with the Payment Schedule contained in Schedule 2 of the Grant Agreement.

5 The Key Milestone Dates of the Grant are:

	Milestone	Date
a)	The Start Date being the earliest date that expenditure incurred by you in relation to the Project can be Eligible Expenditure.	Date of signature of this Agreement by both Parties
b)	The Anticipated Completion Date being the date by which you anticipate that you will have achieved Completion of the Project Activities.	31 March 2023
c)	The End Date being the final date upon which NEDDC shall make any final payment of Grant to you.	31 March 2023
d)	Milestone – Outputs will be monitored to:	31 March 2024

6 The principal contact for this Project is Sue Dixon on 01246 217606. In any correspondence please quote the Project reference number **QPPA011**.

7 If you wish to receive Grant for the support of the Project and you are willing to comply with the Grant Agreement and the Project Specific Conditions please take the following action:

- In order to establish current accessibility and amenity satisfaction levels for this project (e.g. poor/average/good rating), you are required to conduct a short survey with current users to determine
 - perceived/experienced accessibility
 - perception of facilities/amenities

OFFICIAL-[SENSITIVE]

Please provide a summary of your findings including the number of people surveyed.

- To enable us to measure the increase in user levels and developed space for this project, please give current details of
 - number of users of facilities/amenities
 - number of users of cycleways or paths
 - Square metres of land wheelchair accessible/ step free (m²)
 - Amount of green or blue space (m²)
 - Number of cycleways or paths (numeric value)
 - Amount of cycleways or paths m²
 - Number of trees (numerical value)
 - Sign the Acknowledgement to this Offer Letter and Grant Agreement (electronic signature or scanned signed copy)
 - Return signed copy of this Offer Letter and Acknowledgement, signed copy of the Grant Agreement (a countersigned and dated copy will be returned to you), survey results and other data to NEDUKSPF@ne-derbyshire.gov.uk
 - Ensure that you retain the Offer Letter and Acknowledgement, the Grant Agreement and any supplementary or amending documents for future reference. **Please ensure that you read the Grant Agreement and the Project Specific Conditions carefully since by signing and returning the Acknowledgement you declare that you understand and agree to them.**
- 8 This offer of grant will remain open for acknowledgment for 30 days from the date of this Offer Letter and will automatically lapse if it is not accepted on or before that date.
- 9 It is your responsibility to ensure that the Grant is Subsidy Control compliant.
- 10 If you have any questions please email NEDUKSPF@ne-derbyshire.gov.uk.

Yours sincerely

**NED UKSPF Team
North East Derbyshire District Council
District Council Offices
2013 Mill Lane
Wingerworth
S42 6NG**

Acknowledgment of Offer of Grant

1. We acknowledge receipt of the Offer Letter and confirm that we wish to receive Grant for support of the Project, which is conditional on the following terms:

The Grant Agreement including Schedules [1], [2] and [3] annexed to it, including Project Specific Conditions (if applicable).

All of which are annexed to this Acknowledgment.

2. We have signed this Acknowledgment of the Offer Letter (in the space indicated below) and the Grant Agreement, and returned relevant copies of each to NEDDC.
3. We also confirm that we have all funding required to pay for expenditure which is not Eligible Expenditure but is needed to enable us to complete the Project and achieve the Targets. We have signed this Acknowledgment in confirmation that we have read and understood the Offer Letter and the Grant Agreement with its Schedules and the Project Specific Conditions of this Grant and agree to be bound by it and to comply with all such terms and conditions.

SIGNED for and on behalf of **Dronfield Town Council**

Signature :

Name :

Date :



**North East
Derbyshire**
District Council

**NORTH EAST DERBYSHIRE UKSPF QUALITY PARKS
AND PLAY AREAS FUND**

GRANT AGREEMENT

between

NORTH EAST DERBYSHIRE DISTRICT COUNCIL

and

DRONFIELD TOWN COUNCIL

CONTENTS

CLAUSE

1.	Definitions.....	1
2.	Purpose of Grant	2
3.	Payment of Grant	3
4.	Use of Grant.....	3
5.	Accounts and records.....	4
6.	Monitoring and reporting	5
7.	Acknowledgment and publicity	6
8.	Intellectual Property Rights.....	6
9.	Confidentiality.....	6
10.	Freedom of information	7
11.	Data protection	8
12.	Withholding, suspending and repayment of Grant.....	8
13.	Anti-discrimination	9
14.	Human rights	10
15.	Limitation of liability	10
16.	Warranties	10
17.	Insurance.....	11
18.	Duration.....	11
19.	Termination	12
20.	Assignment.....	12
21.	Waiver	12
22.	Notices	12
23.	Dispute resolution.....	12
24.	No partnership or agency	13
25.	Joint and several liability	13
26.	Contracts (Rights of Third Parties) Act 1999	13
27.	Governing law	13

SCHEDULE

SCHEDULE 1 THE PROJECT.....	14
SCHEDULE 2 PAYMENT SCHEDULE	15
SCHEDULE 3 BREAKDOWN OF GRANT	16

THIS AGREEMENT is made on the day of

BETWEEN:

- (1) NORTH EAST DERBYSHIRE DISTRICT COUNCIL whose offices are at the District Council Offices, 2013 Mill Lane, Wingerworth, Chesterfield S42 6NG (“the Council”)
- (2) Dronfield Town Council, whose principal address is at Civic Hall, Civic Centre, Dronfield, S18 1PD (“the **Recipient**”).

BACKGROUND

- (A) The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The Grant Recipient is to satisfy itself that the Grant is Subsidy Control compliant.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: Date of signature of this Agreement by both Parties;

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £150,000 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2023.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and

commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project and that, where applicable, the Recipient has available to it the match funding stated in the application.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Council.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be notified to the Funder together with a clear description of what that funding shall be used for.

- 4.3 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using their own resources. There will be no additional funding available from the Council for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

- 5.3 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 six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, 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.

- 5.4 The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Project is monitored.

5.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

6. MONITORING AND REPORTING

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project as requested by the Council.

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.5 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6.6 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter, or as required, to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

6.7 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical

or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Recipient 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.

10.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient 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.

11. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, 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) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (g) the Recipient provides the Council with any materially misleading or inaccurate information;

- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project 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;
- (j) 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);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it 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
- (l) the Recipient 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.

12.2 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

12.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient 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.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient 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 Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) 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;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) 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;
- (i) 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 Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 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 Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- (c) The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of

the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

- 18.2 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.

19. TERMINATION

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

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Council, 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 Project, transfer or pay to any other person any part of the Grant.

21. 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.

22. 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, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm 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.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be

referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.

- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chair **OR** Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

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

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is neither 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 Agreement.

26. 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.

27. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

Contracted Outputs and Outcomes

These outputs will be reported to NEDDC as part of the monitoring process.

Output
Sqm of land made wheelchair accessible/ step free (m ²)
Amount of green or blue space created or improved (m ²)
Number of new or improved cycleways or paths (numeric value)
Amount of new or improved cycleways or paths m ²
Number of trees planted (numerical value)
Outcome
Increased footfall (% increase)
Increased visitor numbers (% increase)
Improved perceived/experienced accessibility (% increase)
Improved perception of facilities/amenities (% increase)
Increased users of facilities/amenities (% increase)
Increase use of cycleways or paths (% increase)

Project Specific Conditions

The Grant Recipient shall carry out the project as described in the Application; any material change to the project or application must be agreed with NEDDC in writing.

The Grant Recipient must satisfy the following conditions

A retention of grant to the value of the equipment that may require planning permission will be withheld until confirmation of planning approval or status is received.

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£150,000 – see note*	On signature of the Grant Agreement and receipt by NEDDC of all relevant requested information. *A retention of grant to the value of the equipment that may require planning permission will be withheld until confirmation of planning approval or status is received.

Schedule 3 Breakdown of Grant

Item of Expenditure	Budget
Play equipment and surfacing	£150,000

Signed on behalf of North East
Derbyshire District Council

Print Name...Steve Lee



Signed...

Date 20th December 2022

Signed on behalf of Dronfield Town
Council

Print Name

Signed

Date.....