Dated

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Grant Agreement

between

DERBYSHIRE COUNTY COUNCIL

and

[NAME OF RECIPIENT]

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THIS DEED is dated [DATE] 2022

Parties

1. **DERBYSHIRE COUNTY COUNCIL**, whose principal address is at County Hall, Matlock, Derbyshire, DE4 3AG (“We/Us/Our/Council”).
2. [**NAME OF RECIPIENT**], whose principal address is at [ADDRESS] (“You/Your/Grant Recipient”),

(together, the “**Parties**”, and individually, a “**Party**”).

Background

1. You are a registered provider of foster care services to the Council.
2. You need to purchase a vehicle to enable You to continue to provide foster care services to the Council.
3. The Council has agreed to pay the Grant to You to contribute towards the cost of the vehicle purchased by You for this purpose.
4. This Agreement sets out the terms and conditions on which the Grant is made to You by the Council.
5. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

# 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**:** [START DATE/ the date of the latest signatories to this Agreement].

**Data Protection Legislation**: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the Frozen GDPR (insofar as it applies to Legacy Data); the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to You or Us;

**EU GDPR:** means the General Data Protection Regulation *(Regulation (EU) 2016/679);*

**Frozen GDPR:** means the EU GDPR as it existed on 31 December 2020;

Grant**:** the sum of £[AMOUNT] to be paid by Us to You in accordance with this Agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on the expiry of three calendar months thereafter.

**Legacy Data:** means Personal Data processed in the UK under the EU GDPR before 1st January 2021*;*

**Personal Data**: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act**:**

### 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:

#### 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

#### showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;

### 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 You or on Your behalf, or in Your 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;

### committing any offence:

#### under the Bribery Act;

#### under legislation creating offences in respect of fraudulent acts; or

#### at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or

### defrauding or attempting to defraud or conspiring to defraud the Council.

Purpose**:** the purchase of a vehicle by You to enable You to continue to provide foster carer services to the Council.

**Vehicle:** means the vehicle required by You to enable You to continue to provide foster care services to the Council.

**Working Day:** means a day other than a Saturday, Sunday or public holiday in England

**Year 1:** means the 12 month period starting on the Commencement Date.

**Year 2:** means the 12 month period starting on the 1st anniversary of the Commencement Date.

**Year 3:** means the 12 month period starting on the 2nd anniversary of the Commencement Date.

# Purpose of Grant

## Subject to the terms of this Agreement, We will pay the Grant to You to contribute towards the cost of the Vehicle which You have purchased or have agreed to purchase.

# Payment of Grant

## Subject to clause 11, We shall pay the Grant to You within [10] Working Days of receipt of documentary evidence, confirming that You have;

* + 1. purchased; or
		2. have entered into an agreement to purchase,

### the Vehicle. Such documentary evidence must be to Our satisfaction.

## You agree and accept that payment of the Grant is subject to the necessary funds being available when payment falls due. Payment of the Grant can only be made to the extent that We have available funds.

## No Grant shall be paid unless and until We are satisfied that such payment will be used by You for proper expenditure in the delivery of the Purpose.

## The amount of the Grant shall not be increased in the event of any overspend by You in relation to the Purpose.

## The Grant shall be paid into a bank account in Your name and shall not be paid to any other person or body. You acknowledge that We cannot pay the Grant to You unless You have provided the details of Your bank account to Us as set out in Schedule 1.

## You shall promptly repay to Us any money incorrectly paid to You 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 to You or where Grant monies have been paid to You in error before You have complied with all the conditions attaching to the Grant.

# Use of Grant

## You 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 without Our prior written agreement.

* 1. Should any part of the Grant remain unspent at the end of the Grant Period, You shall notify Us in writing and We may, at Our absolute discretion, upon giving written notice to You, either:

### extend the Grant Period (‘**Extended Grant Period’**); or

### require You to return any unspent monies to Us and You shall ensure that such monies are returned to Us immediately upon request.

## In the event that:

###  the Grant Period is extended under clause 4.2(a); and

###  any part of the Grant remains unspent at the end of the Extended Grant Period,

### You shall ensure any unspent monies are returned to Us immediately on the expiry of the Extended Grant Period.

## Any liabilities arising in respect of the Purpose must be managed and paid for by You using Your own resources. There will be no additional funding available from the Council for this purpose.

# Accounts and records

## You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by You.

## You 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. We shall, at Our reasonable request, have the right to review Your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## You shall comply and facilitate Our compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to Us.

# Monitoring and reporting

## You shall on request provide Us with such information, explanations and documents as We may reasonably require in order for Us to establish that the Grant has been used properly in accordance with this Agreement.

# Acknowledgment and publicity

## You shall not publish any material referring to the Purpose or Us without Our prior written agreement.

* 1. We may acknowledge Your involvement in the Purpose as appropriate with the Your prior consent.

# Confidentiality

## Both Parties need to keep this Agreement strictly confidential and neither Party can let any other person or organisation know about the content of this Agreement without the express written permission of the other Party. In any event, both Parties may allow this Agreement to be shared with each of our legal or other professional advisors or a Court, who will also keep the Agreement confidential.

# Freedom of information

## You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (**EIR**).

## You will assist Us in complying with Our legal obligations under FOIA and EIR, including providing Us with specific information in a timely manner if We request such information from You.

## You will notify Us if anyone asks You for such information, but You will not respond to any FOIA or EIR requests unless We have asked you to do so.

# Data protection

Both Parties will comply at all times with the Data Protection Legislation.

# Withholding, suspending and repayment of Grant

## Whilst it is Our intention that the Grant will be paid to You in full, You acknowledge that even though We may have other legal remedies under this Agreement, We are entitled, at any time, to refuse to pay any Grant to You (whether temporarily or permanently), or that We can, subject to clause 11.2, claim back from You any Grant already paid to You if:

### You cease to be a registered foster carer, otherwise than in circumstances where there is a substantial and long-term change in Your personal or family circumstances which prevents You from continuing to be a registered foster carer;

### the Vehicle was purchased in order to enable You to provide foster care for a particular child or children and You stop providing foster care for that child or children otherwise than in circumstances where:

### You adopt the child or children, or

### there is a substantial and long-term change in Your personal or family circumstances which prevents You from continuing to provide foster care to the child or children;

### the Vehicle was purchased to enable You to increase the number of children You are approved to provide foster care for and You stop providing foster care for that number of children, otherwise than in circumstances where:

### You adopt the child or children; or

### there is a substantial and long-term change in Your personal or family circumstances which prevents You from continuing to provide foster care to the child or children;

### You become aware that You do not require the Vehicle in order to continue providing foster care services;

### You sell or dispose of the Vehicle;

### You use the Grant monies for purposes other than those for which they have been awarded;

### You do not purchase the Vehicle within the Grant Period or any Extended Grant Period agreed under clause 4.2(a) and You have failed to provide Us with a reasonable explanation for the delay;

### You provide Us with any materially misleading or inaccurate information;

### You commit or committed a Prohibited Act;

### You have:

#### acted dishonestly or negligently at any time in relation the Grant or the Purpose; or

#### taken any actions which, in Our reasonable opinion, bring or are likely to bring the Our name or reputation into disrepute;

### You are declared bankrupt; or

### You fail to comply with any of the terms and conditions set out in this Agreement and fail to rectify any such failure within 30 days of receiving written notice from Us detailing the failure.

## Where any of the events listed at clauses 11.1(a), 11.1(b), 11.1(c), 11.1(d) or 11.1(e) above occur within 3 years of the Commencement Date, You shall immediately repay to Us, upon the occurrence of that event, such proportion of the Grant as is set out in the table below:

|  |  |
| --- | --- |
| Where the event occurs in…. | You shall immediately repay to Us…. |
| Year 1  | all the Grant in full |
| Year 2 | 2/3 of the Grant |
| Year 3 | 1/3 of the Grant |

## We may retain or set off any sums owed to Us by You which have fallen due and payable against any sums due to You under this agreement or any other agreement You have with Us.

## You shall make any payments due to Us without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

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

# Limitation of liability

## We accept no liability for any consequences, whether direct or indirect, that may come about from the Purpose, the use of the Grant or from withdrawal of the Grant. You 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 Your actions and/or omissions in relation to the Purpose, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties.

## Subject to clause 12.1, Our liability under this Agreement is limited to the payment of the Grant.

# Warranties

In entering into this Agreement you warrant, agree or undertake that:

### You have all necessary resources and are able to meet the Purpose (assuming due receipt of the Grant);

### You have not committed, nor shall You commit, any Prohibited Act;

### You shall at all times comply with all relevant law;

### all information which You have disclosed to Us in connection with the Grant and this Agreement is true and accurate to the best of Your knowledge and belief;

### You are not aware of anything which may prevent or materially impede You from meeting Your obligations in connection with the Grant;

### You are not aware of anything in Your own affairs, which you have not disclosed to Us, which might reasonably have influenced Our decision to give the Grant to You on the terms contained in this Agreement.

# Duration

## Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement and shall continue in full force and effect until the expiry of 3 years from the Commencement Date or for so long as any Grant monies remain unspent by You, whichever is longer.

## 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.

# Ending the Agreement

## Either of us may cancel this Agreement at any time by either Party giving written notice to the other Party. In the event that either Party wants to end this Agreement, then either Party must give the other Party at least three months’ written notice to do so, unless the Parties decide otherwise. However, even if the Agreement has ended, such action will not prevent Us from enforcing Our rights relating to the Grant after it has ended.

# Notices

## All notices and other communications in relation to this Agreement shall be in writing and shall only be valid if personally delivered, [e-mailed,] 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 [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 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.

# Dispute resolution

## In the event of any complaint or dispute (which does not relate to Our right to withhold funds or terminate) arising between You and Us in relation to this Agreement the matter should first be referred for resolution to Our [ENTER TITLE] or any other individual nominated by the Us from time to time.

## Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to Our [ENTER TITLE] or other nominated individual, as the case may be, either Party may refer the matter to the [ENTER TITTLE] of the Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by You and Us.

## In the absence of agreement under clause 17.2, 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.

# General Conditions

## If any individual enters into and signs this Agreement on Your behalf they shall be jointly and severally liable for Your obligations and liabilities arising under this Agreement.

## We will not be held responsible for any action by You or anyone acting on Your behalf. It is Your responsibility to determine and meet any legal requirements relating the Purpose.

## If You breach this Agreement and We ignore this, We will still be entitled to use Our legal rights at a later date or in any other situation where You breach this Agreement.

## You may not assign (i.e. give away or sell), sub-license or otherwise transfer any of Your rights under this Agreement.

## A person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## We will not be responsible for any breach of this Agreement that is caused by circumstances beyond Our reasonable control.

## If any provision of this Agreement is found to be invalid by a court, the invalidity of that provision will not affect the validity of the remaining provisions of the Agreement, which will remain fully effective.

## This Agreement (together with all documents attached to or referred to within it) is the entire agreement and understanding between You and Us in relation to the Grant and replaces any previous agreement or understanding between You and Us in relation to the Grant.

## 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 to settle any dispute or claim that arises out of or in connection with this Agreement.

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

|  |  |
| --- | --- |
| EXECUTED as a DEED |   |
| by the affixing of the COMMON SEAL of DERBYSHIRE COUNTY COUNCIL |   |
| in the presence of: |   |
|  | ................................. |
|   | Authorised Signatory |
|   |   |
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| --- | --- |
| Signed as a deed by [FULL NAME OF RECIPIENT] in the presence of: | .........................................[SIGNATURE OF RECIPIENT] |
| .....................................[SIGNATURE OF WITNESS] |   |
| [NAME OF WITNESS][ADDRESS OF WITNESS][OCCUPATION OF WITNESS] |   |

1. Your Bank Account Details

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Address: |  |
| Account Name: |  |
| Account Number: |  |
| Sort Code: |  |
| Building Society Reference Number: |  |