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DATED

05th March 2024

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| (1) | MELTON BOROUGH COUNCIL |
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| (2) | BOTTESFORD PARISH COUNCIL |
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|  |  |
|  | GRANT AGREEMENT |
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**THIS AGREEMENT** is made on 05th March 2024

**BETWEEN:**

1. **MELTON BOROUGH COUNCIL** having its principal offices at Burton Street, Melton Mowbray LE13 1GH (“**the Council**”); and
2. **BOTTESFORD PARISH COUNCIL** whose principal/registered office is at The Old School, Grantham Road, Bottesford NG13 0DF (“**the Recipient**”), referred to individually as a **Party** and together as the **Parties**.

background

1. The Council has received UKSPF and REPF funding after an invitation was extended to relevant authorities to apply for this funding by the UK Government
2. The Recipient has been awarded a Grant Sum under the terms of this Agreement and has been issued with a Grant Award Letter on 5th March 2024 in relation to purchasing equipment to deliver a Rural Food Hub from the Parish Council premises.

operative provisions

Part I – preliminary

* 1. definitions
     1. In this Agreement, the following words and expressions shall have the meanings set opposite them unless inconsistent with the context:

|  |  |
| --- | --- |
| Affiliate(s) | means any party associated with the Recipient as a holding, associate or subsidiary |
| Assets | means any capital items purchased with the Grant Sum |
| Business Day | means Monday to Friday excluding bank or public holidays |
| Clawback | any circumstance in which the Council makes demand of the Recipient for the return of all or part of the Grant Sum in accordance with a relevant provision in this Agreement |
| Clawback Notice | means a notice issued by the Council to the Recipient issued under Clause 10 |
| Clawback Period | means a period of five years commencing on the Completion Date |
| Confidential Information | means all information received or obtained as a result of or in connection with the Grant Sum or supplied by or on behalf of a Party and which is commercially sensitive information relating to either Party and any information clearly designated by either Party to this Agreement as being confidential. |
| Data Controller | shall have the same meaning as set out in the Data Protection Act 2018 |
| Data Protection Legislation | means all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party |
| Eligible Expenditure | means expenditure which is approved and which is not Prohibited Expenditure. |
| Event of Default | means any of the events or circumstances prescribed by Schedule 3 to this Agreement |
| Grant Award Letter | means the letter dated 5th March 2024 between Bottesford Parish Council and the Council |
| Grant Sum | means the sum of £2460.92 set out in Schedule 1 |
| Grant Termination Event | means any of the circumstances provided for at Clause 10 |
| Information | has the meaning given under section 84 of the Freedom of Information Act 2000 |
| Information Commissioner | has the meaning given under section 18 of the Freedom of Information Act 2000 |
| Intellectual Property | means all intellectual and industrial property |
| Personal Data | shall have the same meaning as set out in the Data Protection Act 1998 |
| Prohibited Expenditure | has the meaning given at Schedule 2 |
| Request for Information | means any request for Information or an apparent request under the 'Code of Practice on Access to Government Information', FOIA or the Environmental Information Regulations, as appropriate |
| Significant Change | means any change in relation to the Project Description from that is described in Schedule 5 (Annex 1) to this Agreement. |
|  |  |

* + 1. In this Agreement, except where the context otherwise requires:
       1. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
       2. the singular includes the plural and vice versa;
       3. a reference in this Agreement to any clause, paragraph or Schedule is except where it is expressly stated to the contrary, a reference to such clause, paragraph or Schedule of this Agreement;
       4. any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
       5. a reference to a person includes firms and corporations and their successors;
       6. references to any statute or statutory provisions shall, unless the context otherwise requires, be construed as including references to any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute or statutory provisions;
       7. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company
       8. the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
       9. In the event of ambiguity, conflict or contradictions between this Agreement terms and any other document entered into under or pursuant to this agreement it shall be resolved according to the following order of priority:
          1. the main body of this Agreement; and
          2. the Schedules to this Agreement.
  1. Commencement and status of this agreement
     1. This Agreement shall commence on the date of its execution by the Parties and shall subject to the provisions of Clause 4 continue in effect unless terminated in accordance with its terms.
     2. The Recipient acknowledges that the Council enters into this Agreement in reliance upon the provision to the Council of a Grant Award Letter from the DLUHC and an agreement entered into with Melton Borough Council. The Council is accordingly subject to various compliance obligations under that letter. In this Agreement certain provisions are included and agreed to by the Recipient in order to support the compliance by the Council with the terms and conditions of the Grant Award Letter.
  2. Grant Award

The Council hereby awards to the Recipient the Grant Sum in accordance with and subject to the terms and conditions of this Agreement and the Grant Award Letter.

* 1. THE RECIPIENTS WARRANTIES
     1. The Recipient warrants to the Council that:
        1. it has full capacity and authority to enter into and to perform this Agreement;
        2. it has secured all necessary internal and other authorisations required for the entry into and performance of this Agreement;
        3. this Agreement is executed by a duly authorised representative of the Recipient;
        4. there are no actions, suits or proceedings or regulatory investigations pending or threatened against or affecting the Recipient that might affect the ability of the Recipient to meet and carry out its obligations under this Agreement;
        5. it is not currently seeking nor will it in future seek to obtain or accept any grant or other financial benefit that would constitute a double benefit (where required) for the Recipient;
        6. the information provided in the Subsidy Control Disclosure Form is in all respects true and accurate at the time of its provision to the Council in all respects, and it will notify the Council if the information in it ceases to be accurate.
        7. The monies received will only be spent on items of Capital Expenditure and full records of expenditure will be kept at all times.
        8. If required, it will insert appropriate branding on any site / material related to any development funded by the Grant Sum.
  2. council’S OBLIGATIONS
     1. Providing that the Recipient complies with the requirements of this Agreement and the Council is in receipt of funds (allowing a 14 day period from receipt thereof by the Council from DHULC/Melton Borough Council), the Council shall pay the Grant Sum in line with the payment schedule appended to this Agreement in Schedule 1.
     2. The Council shall be entitled to request further information to support the grant award. Payment may be withheld until such information is provided to the satisfaction of the Council.
     3. The Recipient shall be responsible for any and all taxation consequences arising from the provision of the Grant Sum. The Council provides the Grant Sum on the basis that the payment of the Grant Sum in accordance with this Agreement is outside the scope of Value Added Tax. In the event that it is subsequently ascertained by the Council that the Grant Sum ought to have been subject to Value Added Tax, all payments of the Grant Sum shall be retrospectively deemed to be inclusive of all Value Added Tax.
  3. ACCURACY OF INFORMATION
     1. The Grant Sum has been offered to and/or provided to the Recipient on the basis that the information provided by the Recipient was accurate in all material respects at the time provided. Material inaccuracy of any such item of information is an Event of Default except if the Recipient has informed the Council, in writing, prior to the date of this Agreement, that any of the information was inaccurate.
     2. The Recipient shall seek the approval of the Council in advance of any Significant Change that arises and which may affect the use of the Grant Sum and/or the outputs it is expected to generate and shall not implement such Significant Change without the consent in writing of the Council. The Council will be the final arbiter of what constitutes a significant change under this Agreement.
     3. The Recipient acknowledges that any Significant Change could result in re-assessment of the Grant Sum (and the exercise of the Council’s rights to Clawback of the Grant Sum).
  4. SUBSIDY CONTROL
     1. The parties confirm that they have each independently reviewed the position with regard to the Subsidy Control Regime and believe that payment of the Grant Sum provided is lawful within the terms of the Subsidy Control Act 2022. In the event that there is a successful legal challenge, governmental or other body with jurisdictional powers rules that the subsidy provided is unlawful, the Recipient undertakes that it may be liable to repay all or some of the Grant Sum on request.
     2. The Recipient understands that if monies are not spent or assets acquired in accordance with their grant application then the support provided under this Agreement may cease to be lawful and any part of the Grant Funds may cease to be payable or, having been paid may be subject to Clawback by the Council
     3. The Recipient will promptly inform the Council of any circumstances that might reasonably lead to the requirements of Clause 7.1 or Clause 7.2 having become or about to become to invalid and in consequences any part of the subsidies to be provided under this Agreement deemed to be unlawful.
     4. The Recipient acknowledges that the Council may be obliged to upload to the “Manage UK Subsidies” portal information that is required to be uploaded pursuant to the Subsidy Control Database Regulations and has a duty thereafter to maintain the information uploaded for a period of six years from the date of uploading.
     5. The Recipient further acknowledges that the Council may receive Information Requests relating to the provision of any subsidy under this Agreement and has a duty to respond to any Information Request Received within 28 calendar days.
     6. the Council shall notify the Recipient of the receipt of such an Information Request within five Business Days of receipt of the Information Request and the Parties undertake to co-operate in considering such Request and the preparation of any information in response to such Request.
  5. funding claim eligibility and payment
     1. The Grant Sum shall not be applied towards any activity described in Schedule 2 as prohibited.
     2. If it becomes apparent to the Council that the costs outlined in the Recipient’s Grant Award Letter are ineligible for support under the UK Government Rules, then all or part of the Recipient’s claim may be invalidated or ineligible, and the Recipient will be liable to repay all or part of the Grant Sum under the provisions of Clause 11 below, and this shall be construed as an Act of Default.
     3. In the event that actual total expenditure incurred by the Recipient exceeds the Grant Sum, the Recipient acknowledges that for the purpose of this Agreement the Recipient is responsible for the funding of the additional expenditure and the Council shall have no obligations to the Recipient in connection with that additional expenditure.
  6. MONITORING and audit ARRANGEMENTS
     1. The Recipient shall allow access to its business premises to the Council’s internal auditors or its other duly authorised staff or agents for the purposes of a routine and scheduled audit or investigation work examining the probity, economy, efficiency and effectiveness with which the Recipient has used the Grant Sum.
     2. The Recipient shall commit to providing monitoring documentation upon request from the Council’s designated Contract Manager.
     3. The Recipient shall commit to attending monitoring meetings with the Council’s designated Contract Manager when required, with a minimum of one weeks’ notice for attendance given by the latter.
     4. The Recipient agrees to provide full transparency to the Council in relation to its expenditure at all times and will provide information upon request to the Council’s designated Monitoring Manager, including where required in order to ensure that the Council can comply with the Assurance Frameworks relating to USKPF and REPF, as mandated by Central Govt.
     5. For the avoidance of doubt, the Council will take no responsibility for the adequacy of the Grant Sum and the Recipient will take on all responsibility for the commissioning and management of all contracts which it enters into.
  7. WITHHOLDING AND Clawback OF FUNDING
     1. The Council may at its absolute discretion reduce, suspend or withhold the Grant Sum, and/or exercise Clawback rights and/or exercise any rights available to the Council by notice in writing to the Recipient in relation to all or any of the following circumstances:
        1. the Recipient fails to comply with any of the terms and conditions set out in this Agreement; or
        2. any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior written agreement of the Council; or
        3. any information provided by the Recipient or in the Subsidy Control Disclosure Form or in the information submitted in and accompanying a Claim Form or thereafter provided to the Council in support of the Claim is found to be incorrect, misleading, incomplete or reveals that the Claim made is ineligible for support to an extent which the Council (acting reasonably) considers to be material; or
        4. insufficient measures are being taken to investigate and resolve any reported material irregularity; or
        5. an Event of Default occurs and any corrective action requested by the Council is not taken within the timescale required; or
        6. DHULC and/or Melton Borough Council fail to pay the Grant monies over to the Council or such payments or delayed
        7. any other circumstance or event occurs which in the opinion of the Council is likely to affect the Recipient’s ability to successfully deliver the Investment Programme.
     2. If the Council determines that an Event of Default has or may have occurred, the Council shall give written notice to the Recipient specifying the relevant Event of Default and where reasonable to do so give the Recipient an opportunity to rectify the relevant Event of Default within 20 Business Days of the Council’s notice.
     3. In the event that an Asset funded by the Grant Sum is sold, transferred (whether on commercial terms or otherwise) into the possession (including temporary) of any other member of the Recipient’s Group or is written off at any time during the Clawback Period, the Recipient shall, at the discretion of the Council through the issue by the Council to the Recipient of a Clawback Notice, be subject to total or partial Clawback of the Grant Sum.
     4. In the event that the Council deems it necessary, it may seek a Registered Charge or other security over the property or business of the Recipient. The Recipient agrees consent to such security right being created.
  8. CONSEQUENCES IF FUNDING BECOMES REPAYABLE
     1. If the Funding becomes repayable in whole or in part the following procedure will be used:
        1. In the event of any inadvertent overpayment of the Grant Sum at any time the Recipient shall without the issue of any request or demand on the part of the Council repay the amount overpaid within five Business Days of its receipt by the Recipient.
        2. Where in accordance with any provision of Clause 10 the Council becomes entitled to exercise Clawback the Council shall in a Clawback Notice give notice to the Recipient of the amount subject to Clawback. The Recipient shall repay the amount claimed as Clawback within 10 Business Days of receipt of the Clawback Notice.
     2. Where the Grant Sum becomes repayable in whole, this Agreement will terminate on receipt by the Council of the Grant Sum plus any interest which has accrued pursuant to Clause 12.
  9. interest on late payments

Where the Recipient has an obligation to make a payment to the Council under this Agreement and the amount or any part of the amount is overdue for payment the Recipient shall pay interest on the sum to be repaid at a rate of 4% above the base lending rate of the Bank of England from time to time calculated from the due date to the actual date of payment.

* 1. Insurances

The Recipient shall at all times maintain appropriate and adequate (as to value) policies of insurance with an insurer of good repute in relation to its interests in the Assets providing to the Council on request from time to time evidence that such insurances are in place and that premiums due in respect of the policies have been paid up to date.

* 1. PUBLICITY AND REPUTATION

Each Party shall afford the other Party a reasonable period to provide its comments and approve any materials proposed to be published referring to matters connected with this Agreement and shall not publish or cause to be published the relevant material without the approval in writing of the other Party.

* 1. VALUE FOR MONEY AND PROCUREMENT

The Recipient shall have regard to the need for economy and value for money in all expenditure in relation to the acquisition of any Assets funded by the Grant sum. The Recipient agrees to undertake a competitive, fair, transparent and non-discriminatory procurement process in order to select any supplier or works service contractor. Where a formal procurement process is required, the approach to procurement should be agreed in writing with the Council’s designated Contract Manager.

* 1. FREEDOM OF INFORMATION
     1. The Recipient acknowledges that the Council is subject to the requirements of the ‘Code of Practice on Access to Government Information’, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 requiring the Council to make available to the public information that it holds. This will include any information either Party provides to the other Party in accordance with the terms of or in relation to this Agreement. If a third-party requests access to either Party’s information the Council will be obliged to disclose it unless it is exempt from disclosure in accordance with the legislation. Accordingly, the Council cannot offer assurances that information available to the Council or which the Council is entitled to request from the Recipient will be maintained in confidence and the Recipient should obtain independent legal advice before submitting any proprietary or sensitive information.
     2. Each Party shall assist and cooperate with the other Party to enable it to comply with its Information disclosure obligations.
     3. Each Party shall and shall procure that its sub-contractors shall:
        1. transfer to the other all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;
        2. provide the Party in receipt of a Request for Information with a copy of all Information in its possession, or power in the form that it requires within five Business Days (or such other period as may reasonably be specified) of the request; and
        3. provide all necessary assistance as reasonably requested by the Party in receipt of a Request for Information to enable it to respond within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations**.**
     4. The Recipient acknowledges that the Council shall be responsible for determining in its absolute discretion and (notwithstanding any other provision in this Agreement or any other agreement) whether any Information is exempt from disclosure.
     5. The Recipient acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of FOIA (**the Code**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Recipient or the Investment Programme activities**:**
        1. in certain circumstances without consulting the Recipient; or
        2. following consultation with the Recipient and having taken their views into account.
  2. DATA PROTECTION
     1. With respect to the parties' rights and obligations under this Agreement the parties agree that the Council and the Recipient are each Data Controllers in respect of personal data that each may process in the course of the performance and administration of this Agreement.
     2. The Parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.
  3. FRAUD AND FRAUD POLICY

The Recipient will ensure that it has adequate anti-fraud policies in place and has ensured fraud awareness with the Recipient’s staff and that controls are in place to prevent and or detect fraud, including money laundering. The Recipient should also have measures in place to ensure that its contractors have similar provisions.

* 1. EQUALITY ACT, GUIDANCE NOTES AND POLICIES
     1. The Recipient must at all times comply with the Equality Act 2010.
     2. The Recipient must comply with all employment legislation, take all necessary steps to secure the health, safety and welfare of all persons involved in the Investment Programme and must in all other circumstances comply with relevant statutory provisions.
     3. The Recipient shall take account of and comply with all guidance notes and policies issued from time to time by the Council on funding issues.
  2. compliance
     1. The Recipient shall, for the duration of this Agreement:
        1. comply with Applicable Laws relating to:
           1. bribery and corruption (including the Bribery Act 2010);
           2. modern slavery and bonded labour (including the Modern Slavery Act 2015); and
           3. tax evasion (including the Criminal Finances Act 2017);
        2. not, and shall use all reasonable endeavours to ensure that its employees, agents and representatives do not, engage in any activity, practice or conduct which would constitute a breach of the above obligations;
        3. warrant that it has not been involved with: bribery; facilitation or involvement in modern slavery or bonded labour; tax evasion; or the facilitation of tax evasion, of the kind, or materially similar to the kind, set out at Clause 20.1.2
        4. have, and will maintain in place, effective accounting procedures and internal controls necessary to record all expenditure in connection with matters referred to in this Clause 20.1;
        5. take such internal organisational measures as are required to ensure compliance with this Clause 20.1 (including the completion of risk assessments and the training of relevant personnel); and
        6. notify the Council as soon as practicable of any breach of Clause 20.1 of which it becomes aware.
     2. The Recipient warrants that its business practices do not so far as it is aware breach any prohibition on cartels or anti-competitive business practices.
  3. CONFIDENTIALITY
     1. Except to the extent set out in this Clause 21 or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
        1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
        2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
     2. Clause 21.1 shall not apply to the extent that:
        1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations pursuant to Clause 16 and the Subsidy Control Database Regulations (including in this case any information that the Council is required to upload modifying or supplementing information previously uploaded;
        2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
        3. such information was obtained from a third party without obligation of confidentiality;
        4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
        5. it is independently developed without access to the other Party's Confidential Information.
     3. The Parties may only disclose the other Party’s Confidential Information as permitted by law or under the terms of this Agreement to their personnel or Affiliates who are directly involved in the relevant project, and shall ensure that such Personnel and Affiliates are aware of and shall comply with these obligations.
     4. The Parties shall not, and shall procure that their personnel and Affiliates do not, use any of the other Party’s Confidential Information received otherwise than under the terms of this Agreement or providing such disclosure is permitted by law.
     5. Nothing in this Agreement shall prevent either Party from disclosing the other Party’s Confidential Information:
        1. to any public body. All public bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other public bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any public body;
        2. to any consultant, contractor or other person engaged by the Council, or any person conducting an audit or review;
        3. to enable the Council or UK Government to meet its reporting obligations and other obligations under Subsidy Control rules;
        4. for the purpose of any audit pursuant to this Agreement;
        5. for the purpose of the examination and certification of the Council’s accounts.
     6. The Council shall use all reasonable endeavours to ensure that any government department, external auditor, employee, third party or sub-contractor to whom the Recipient’s Confidential Information is disclosed is made aware of its obligations of confidentiality.
  4. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

**IN WITNESS** whereof this Agreement has been duly executed as a deed and delivered on the date first before written

**EXECUTION PAGE**

|  |  |  |
| --- | --- | --- |
| **EXECUTED as a DEED** by  affixing **THE COMMON SEAL of**  **MELTON BOROUGH COUNCIL** in the presence of: |  |  |
|  |  | Authorised Signatory |

|  |  |  |
| --- | --- | --- |
| **EXECUTED as a DEED by**  **BOTTESFORD VILLAGE HALL**  acting by two Directors or a Director and its Secretary: |  |  |
|  |  | Director |
|  |  |  |
|  |  | Director/Secretary |

schedule 1

Grant Sum / Payment Schedule

1. Grant Financial Summary

* 1. This grant will consist of one payment for the purposes summarised in Annex 1 to this agreement.

* 1. Grant Payment Schedule

02.1. The grant will be paid in full to the recipient for works to be completed in accordance with the UKSPF programme.

02.2. This funding will be paid to the recipient with funding allocated for capital expenditure only.

02.3. Grant amount - Capital Total: **£2460.92**

schedule 2

Prohibited Expenditure

The Grant Sum is expressly prohibited from being applied for the following purposes:

* 1. activities of a political or exclusively religious nature;
  2. input VAT reclaimable by the Grant recipient from H.M. Revenue & Customs and for the avoidance of doubt any irrecoverable VAT associated with the scheme will be met with this Grant;
  3. gifts;
  4. entertaining;
  5. statutory fines, criminal fines, or penalties.

schedule 3

Events of Default

The following events each constitute an Event of Default:

* 1. any failure by the Recipient to satisfy Data Collection and Reporting Requirements the termination of this Agreement without the prior consent of the Council at any time prior to the end of the Clawback Period
  2. failure to comply with any terms contained within the Offer Letter
  3. the Recipient commits a material breach of any other term of this agreement which breach is irremediable or which (if such breach is remediable) the Recipient fails to remedy within a period of 20 Business days after being notified in writing to do so;
  4. the Recipient repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  5. the Recipient suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  6. the Recipient commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
  7. the Recipient applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  8. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Recipient other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
  9. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed the Recipient;
  10. the holder of a qualifying floating charge over the assets of the Recipient becomes entitled to appoint or has appointed an administrative receiver;
  11. a person becomes entitled to appoint a receiver over the assets of a Party or a receiver is appointed over the assets of the Recipient;
  12. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Recipient’s assets and such attachment or process is not discharged within [14] days;
  13. any event occurs, or proceedings are taken, with respect to the Recipient to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs 9 to 12 above;
  14. the Recipient suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  15. if any warranty given by the Recipient in Clause 4 of this Agreement is found to be or have been untrue or misleading when made or repeated; or
  16. the Recipient fails to give notice of a Significant Change in accordance with the requirements of Clause 6.2; or
  17. there has occurred a breach of the Direct Agreement entitling the Council to terminate that agreement and the Council does so terminate; or
  18. the Council becomes aware of any breach of this Agreement; or
  19. the Recipient or any person employed by it on its behalf:
      1. has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of, this Agreement or any other contract with the Council;
      2. showing, or refraining from showing, favour or disfavour to any person in relation to this Agreement or any other contract with the Council or;
      3. has committed any offence under the Bribery Act 2010; or
  20. Failure to comply with the Data Collection and Reporting Requirements.

Annex 1

Project Details

**Background**

The Rural Food Hub Network responds directly to the challenge of access to household essentials for rural communities and remains in line with commitments to develop a cost-of-living intervention via the UK Shared Prosperity Fund. It aims to support a reduction in food insecurity across rural communities in Melton whilst also supporting households in a way that does not create dependency on emergency food.

**The Model**

* Leicester South Foodbank will distribute nonperishable food to the main hub, situated at The Venue at Phoenix House.
* From the main hub, a Food Hub Coordinator (funded by UKSPF) will distribute to satellite hubs in those rural areas where demand is highest (based on Household Support Fund data) . Those areas are:
* Gaddesby
* Great Dalby
* Kirby Bellars
* Long Clawson
* Buckminster
* Goadby Marwood/Scalford
* Waltham on the Wolds
* Bottesford
* Harby/Hose/Stathern
* Each satellite hub will be operated by volunteer/s who will be provided full training by Leicester South Foodbank at no cost to the satellite hub.
* The satellite hub only needs to be open for 1 hour per week, initially. This can be reviewed and the hubs may have the desire, ability and capacity to open for longer, dependent on demand.
* Residents who require food will need to be referred – that referral will be done by a member of one of an MBC team who will assess the individual/family’s suitability for food support and ask challenging questions where required. The individual/family will ring the contact number for The Community Support Hub in Melton Mowbray and will be assessed over the phone – vouchers will then be provided either via email where this is available or post to the individual/family to collect the food from the satellite hub.
* The Community Support Hub at Melton Mowbray will be the support avenue for the referrals – they will provide financial/budgeting support, mental health, substance misuse, domestic abuse etc either directly or through onward referrals to other support organisations as necessary. They will support via home visits where this is identified as being required. Alternative options such as delivering community surgeries alongside the parish council/rural engagement agenda can also be considered as required.
* UKSPF Funding is available until March 2025 – we will provide support to those satellite hubs to continue delivering, if necessary, alongside Leicester South Food Bank, without the need for MBC to be involved, so that the rural areas of Melton can take ownership of this project utilising a strong network of volunteers.
* The rural food hub network coordinator will work alongside the satellite hubs and the community support hub to consider how the model can be sustained after the initial funding period.
* Capital funding via a small grant will be available to each satellite hub. This grant will be for the purposes of purchasing equipment required to deliver the project from the village hall.

**The aim – to reduce food dependency and food insecurity across Melton Borough.**