

# VISIONS FOR NORTHOLT

## Floating Community Room, Venue grants

Appendices, August 2023

### Example Cost Plan

Costs	
Item	Amount (£)
Staff costs	£500
Volunteer costs	N/A
Construction costs	£10,000
Design team and survey costs (e.g. architect)	£1,250
Other (please specify): Statutory approval process	£250
Total	£12,000

Funding	
Item	Amount (£)
Floating Community Room Activity Grant (amount applied for)	£12,000
Other grant funding	N/A
Fundraising	N/A
In-kind contributions	N/A
Crowdfunding	N/A
Other (please specify)	N/A

## Example Risk Assessment

Risk Assessment			
<i>Tell us 3 key risks related to your proposals and how these will be mitigated.</i>			
Risk description	Potential impact (tick as applicable)	Likelihood (tick as applicable)	Mitigation
Construction works not completed on time	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input checked="" type="checkbox"/> High	<input checked="" type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	<p>Ensure we build sufficient contingency into the project programme.</p> <p>Allocate a staff member to oversee works and monitor programme.</p>
Noise to surrounding neighbours	<input checked="" type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input checked="" type="checkbox"/> High	<p>We will inform neighbouring properties of construction work ahead of start date and ensure work is delivered during sociable hours.</p>
Health and safety during construction period	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Medium <input type="checkbox"/> High	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Medium <input type="checkbox"/> High	<p>Ensure we work with registered contractors that have the correct health and safety measures in place.</p> <p>Ensure we comply with and understand roles and responsibilities under Construction, Design and Management Regulations 2015</p>

## Example Key Milestones

Key Milestones		
<p><i>Outline the anticipated key milestones, when you expect them to occur and amounts of funding associated to them. Construction work must be delivered within 6-months of the grant offer being issued. The final 15% of grant funding will be awarded once the final monitoring forms have been submitted and validated.</i></p>		
Milestone description	When this will take place (MM/ YY)	Budget Forecast
Grant agreement signed	10/23	£0
Architect quotes sourced	11/23	£0
Architect appointed	11/23	£0
Design drawings for statutory approvals completed	12/23	£500
Statutory approvals received	01/24	£250
Technical design drawings completed	02/24	£750
Contractor quotes sourced	02/24	£0
Contractor appointed	02/24	£0
External works completed and contractor invoice 1 paid	03/24	£5,000
Internal works completed and contractor invoice 2 paid	04/24	£5,000

## Example Monitoring Form

An example monitoring form is available below:

Period	Deadline for return	Contact Officer	Contact Officer information
October – December 2023	8 <sup>th</sup> January 2024	XXX	XXX

Key Milestone	Measures and evidence to be submitted	Forecast completion date (as set out in original application)	Progress for this period (Q1)	Forecast spend (as set out in original application)	Actual spend for this period
Grant agreement signed by both parties	Copy of grant agreement	October 2023	Milestone complete.	£0	£0
Architect quotes sourced	Copies of quotes	Early November 2023	Milestone complete.	£0	£0
Architect appointed	Copy of appointment contract or letter	Mid November 2023	Milestone complete.	£0	£0
Design drawings for statutory approvals completed	Copy of invoice	December 2023	Milestone complete.	£500	£500

I have attached the records/receipts of any expenditure related to this period.

I have attached evidence of any completed milestones related to this period (e.g. photograph of works, copy of building contract)

Signed :

Date :

## Example Grant Agreement

An example grant agreement is available below:

**THIS GRANT AGREEMENT** is made the                      day of                      2023

### **BETWEEN:**

- (1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Perceval House, 14-16 Uxbridge Road, Ealing, London, W5 2BY (the "Council") **AND**
- (2) **[NAME, ADDRESS & COMPANY NUMBER (if applicable) OF ORGANISATION]** (hereinafter referred to as "You or Your")

Together "We", "Us" or "Our"

### **BACKGROUND**

- A. The council has agreed to pay the Grant to You 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 You.
- C. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

### **AGREED TERMS**

#### **1. DEFINITIONS**

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

**Application Form:** **the application form completed by the Recipient for the Grant as set out in Schedule 1 to this Grant Agreement.**

**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:** [.....]

**Excluded Activities:** involvement or engagement in the furtherance or propagation of political and/or religious causes

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

**Grant:** the sum of up to [.....] for the period up to [.....] to be paid to You in accordance with this Agreement.

**Lead Department:** the department of the Council which is responsible for monitoring this grant agreement

**Prohibited Act:** means: 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:

- a) 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
- b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
  
- c) 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 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;
- d) 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
- e) defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** the purpose described in Schedule 1 to this Agreement.

**Your Personnel:** all directors, officers, employees, agents, consultants, volunteers and contractors of Yours and/or of any Sub-Contractors who are engaged in the performance of Your obligations under this Agreement.

## **2. COMMENCEMENT AND DURATION OF GRANT AGREEMENT**

2.1 This Grant Agreement shall start on [.....] and end on [.....] (“the Grant Period”) unless extended by the Council in writing to you or terminated earlier in accordance with this Grant Agreement.

## **3. RESPONSIBILITIES**

3.1 In consideration of the Grant You hereby agree You will comply with the terms of this Grant Agreement, and you shall only use the Grant for the purposes for which it has been granted, being the Project, and You shall use the Grant in accordance with this Grant Agreement and its Schedule, your Application Form and the Grant Award Letter.

3.2 You shall have the necessary authority, capacity and consents to enter into this Grant Agreement and to deliver the Project, and you shall not make any changes to the Project without the Council’s Grants Officer’s prior written agreement.

3.3 You shall not use the Grant to:

- a. make any payments to members of your Governing Body;
- b. purchase buildings or land; or
- c. pay for any expenditure commitments entered into before the Commencement Date of this Grant Agreement
- d. pay any compensation or redundancy payments for Your Personnel
- e. unless this has been expressly approved in writing by the Lead Department.

## **4. COMPLIANCE WITH LAWS AND INSURANCE**

4.1 You shall comply with all laws regulating the way you operate, your work practices, the work you carry out, and the Staff you employ. You shall have an Equal Opportunities Policy.

- 4.2 If your Project involves work with vulnerable adults, children, young people or other vulnerable groups, a Safeguarding Children Policy and or Safeguarding Vulnerable Adults Policy shall be in place to promote good practice and ensure risks to vulnerable people are assessed and mitigated appropriately. You will obtain all approvals and licences and any profile checks, including but not limited to Disclosure and Barring Service (“DBS”) checks, required by law. In any case you shall carry out a DBS check at a level appropriate to the role undertaken by the subject of the check on all of Your Personnel engaged in a Regulated Activity (as defined in the Safeguarding Vulnerable Groups Act 2006) or otherwise where DBS advice or guidance or a risk assessment shows such a check is desirable or necessary provided always that the law permits such a check to be carried out.
- 4.3 You shall comply with the Equality Act 2010 and shall not treat one individual or group of people less favourably than others because of age, disability, gender reassignment, marriage and civil partnership, race religion and belief, pregnancy and maternity, sex and sexual orientation and, further shall seek to promote equality among Your Personnel and generally.
- 4.4 You shall comply with all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 4.5 You shall maintain and procure appropriate and adequate insurance policies relevant to the Project and your activities including any assets provided by the Council and shall when requested by the Council provide evidence of such insurance on demand. The Required Insurances referred to above include (but are not limited to):
- a) Employers liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the grant funded activity; and
  - b) Public liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the grant funded activity.

## 5. FREEDOM OF INFORMATION

- 5.1 You acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Council (at the Recipient's expense) to enable the Council to comply with these information disclosure requirements.
- 5.2 You shall:
- a) transfer any request for information to the Council within two Working Days of receiving a request for information;
  - b) provide the Council with a copy of all information required within five working days (or such other period as the Council may specify) of the Council requesting that information; and
  - c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond timely to a request for information.

- 5.3 The Council shall be responsible for determining at its absolute discretion whether the information:
- a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
  - b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Council.

## **6. PAYMENT OF GRANT**

- 6.1 Subject to clause 10, the Council will pay the Grant to You in accordance with the payment profile and in accordance with the payment method set out in the Grant Award Letter subject to the necessary funds being available when payment falls due. You agree and accept that payments of the Grant can only be made to the extent that the Council has available funds.
- 6.2 You shall return to the Council
- a) any part of the Grant which remains unused at the end of the Grant Period.
  - b) any money incorrectly paid to You by the Council either as a result of an administrative error or otherwise.
- 6.3 The Council does not guarantee the payment of the Grant or any part of it. It reserves the right to withdraw its offer of Grant funding at any time during the Grant Agreement Period, acting reasonably, giving a notice period of not less than thirty (30) days. 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 which expenditure has been included in the Recipient's Application Form approved by the Council's Lead Department.

## **7. ASSIGNMENT**

- 7.1 You may not assign any of your rights or obligations under this Grant Agreement.

## **8. MONITORING, REVIEW AND GRANT COMPLETION REPORT**

- 8.1 The Council and you will each appoint a Grants Officer to act on our behalves on all matters in relation to the Grant Agreement and the Project. For the purposes of this Grant Agreement the Council's Grants Officer shall be as stated in the Grant Award Letter and your Grants Officer shall be the person stated in the Grant Application Form. Up to date, accurate and comprehensive records and monitoring information must be kept by you which show how the Grant funding has been used for the term of this Grant Agreement and 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. The Council reserves the right to meet with your Grants Officer at a time agreed between us, to carry out a review of the Project.
- 8.2 At the end of the grant period you must submit to the Council a monitoring report to show how the Grant funding was used and who benefited, and you shall also submit to the Council any other evidence of how the Grant was spent that the Council may reasonably request from time to time. This will then be shared with West London Mental Health Trust as co-funder of the small grants programme.



## **9. TERMINATION**

- 9.1. The Council may terminate this Grant Agreement by notice having immediate effect and recover from you the whole or part of the Grant where You have committed a Prohibited Act.
- 9.2. Where the Council withdraws its offer of Grant Funding under clause 6.3 the Council may terminate this Grant Agreement by giving a period of notice equivalent to the period of notice required under clause 6.3.
- 9.3. The Council may terminate this Grant Agreement by written notice having immediate effect and recover from you the whole or any part of the Grant if you fail to comply with your obligations under clause 8.
- 9.4. The Council shall not be liable for any direct and indirect losses howsoever incurred by you upon the termination of the Grant Agreement.

## **10. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 10.1. The Council's intention is that the Grant will be paid to You 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) You use the Grant for purposes other than those for which they have been awarded (as set out in Schedule 1);
  - b) the delivery of the Project does not start within 2 months of the Commencement Date and You have failed to provide the Council with a reasonable explanation for the delay;
  - c) You provide the Council with any materially misleading or inaccurate information;
  - d) You commit or committed a Prohibited Act;
  - e) 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 detailing the failure.

## **11. PUBLICITY**

- 11.1. You shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. You 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 and You shall acknowledge the Grant in your annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 11.2. If required by the Council, You agree to participate in and co-operate with promotional activities relating to the Project instigated and/ or organised by the Council.

## **12. COMPLAINTS**

- 12.1. You shall deal with any complaints about the Project, received from whatever source, in accordance with your complaints procedure, which shall be made available to the Council on request. You shall keep a written record of all complaints received in respect of the Project. You shall provide the Council's Grants Officer with a summary in writing of all complaints received about the Project. The Council shall use the information received as part of its monitoring and review process described in Clause 8 above.

### **13. LIMITATION OF LIABILITY**

- 13.1. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from You carrying out or performing the Project, 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 Project, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties.
- 13.2. Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

### **14. WARRANTIES**

- 14.1 You warrant, undertake and agree that:
- a) it is a viable organisation and has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
  - b) it has obtained all necessary authorisations or approvals required from its management committee or otherwise to enter into this Grant Agreement
  - c) it has not committed, nor shall it commit, any Prohibited Act;
  - d) it shall at all times comply with all relevant legislation (including 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) 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;
  - e) all financial and other information concerning it which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
  - f) it will not support or promote any activity or organisation involved in the Excluded Activities

### **15. WAIVER**

- 15.1 No failure or delay by either party to exercise any right or remedy under this Grant Agreement shall be construed as a waiver of any other right or remedy.

### **16. NOTICES**

- 16.1. All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given 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.

## **17. DISPUTE RESOLUTION**

- 17.1. We shall use our reasonable endeavours to resolve by agreement any dispute between us with respect to any matter relating to this Grant Agreement.
- 17.2. In the event of any dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Grant Agreement in relation to this Grant Agreement the matter should first be referred for resolution to the Council's Grants Officer or any other individual nominated by the Council from time to time.
- 17.3. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Council's Grants Officer or other nominated individual, as the case may be, either party may refer the matter to the relevant departmental chief officer of the Council and the Chair or Chief Executive of You 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 You.
- 17.4. In the absence of agreement under clause 17.3, 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.

## **18. NO PARTNERSHIP OR AGENCY**

- 18.1 This Grant Agreement shall not create any partnership or joint venture between the Council and You, 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.

## **19. JOINT AND SEVERAL LIABILITY**

- 19.1 Where You are not a company nor an incorporated entity with a distinct legal personality of your own, the individuals who enter into and sign this Grant Agreement on behalf of You shall be jointly and severally liable for Your obligations and liabilities arising under this Grant Agreement.

## **20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 20.1 This Grant 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.

## **21. GOVERNING LAW**

- 21.1 This Grant Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**Schedule 1**

**(To include Application Form completed by the Recipient)**

This agreement has been entered into on the date stated at the beginning.

Signed for and on behalf of  
THE COUNCIL OF THE LONDON BOROUGH OF  
EALING by

.....  
Authorised Signatory

Signed for and on behalf of  
by

.....  
Authorised Signatory

Dated:

*Witnessed by:*

Signature .....

Name .....

Occupation .....

Address .....

.....