

HAMPSHIRE COUNTY COUNCIL

and

Oliver's Battery Parish Council

Grant Agreement

David Kelly
Assistant Director Legal Services and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

Contents

1	Interpretation	3
2	Purpose of Grant	6
3	Payment of Grant	6
4	Use of Grant	7
5	Other funding.....	8
6	Accounts and records.....	8
7	Monitoring and reporting.....	9
8	Financial management	9
9	Conflicts of interest.....	10
10	Acknowledgement and publicity	10
11	Intellectual Property Rights.....	11
12	Confidentiality	11
13	Freedom of information	12
14	Data protection	13
15	Withholding, reducing and repayment of Grant	13
16	Compliance with law.....	15
17	Environment	16
18	Limitation of liability	16
19	Insurance.....	17
20	VAT	17
21	Duration.....	17
22	Termination	17
23	Consequences of termination or expiry	17
24	Assignment.....	18
25	Notices	18
26	Dispute resolution.....	18
27	Governing law.....	19
	 Schedule 1 - The Project	 19

Date

Parties

- 1 **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ('Funder');
- 2 **Oliver's Battery Parish Council** of C/O 210 Shelbourne Road, Bournemouth. BH8 8RB ('Recipient').

Background

- A The Funder 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 Funder 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 parties confirm that it is their intention to be legally bound by this Agreement
The parties further acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

'Applicable Laws'	all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.
'Anti-bribery Laws'	all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.
'Business Day'	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
'Commencement Date'	the date on which this Agreement takes effect, being the date shown on the page bearing the parties' signatures.
'Confidential Information'	all information in any medium or format that one party discloses to the other party in connection with this Agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It

includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

'Data Protection Legislation'	all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018.
'Default Event'	an event or circumstance set out in clause 15.1.
'Duplicate Funding'	funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to the Funder.
'Eligible Expenditure'	the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project and which complies in all respects with the eligibility rules in clause 4.
'Financial Irregularity'	has the meaning given in clause 8.2.
'Grant'	the sum or sums to be paid to the Recipient in accordance with this Agreement.
'Grant Manager'	the individual who has been nominated to represent the Funder for the purposes of this Agreement.

'Grant Period'	the period for which the Grant is awarded starting on the Commencement Date and ending on 31 st March 2027.
'Ineligible Expenditure'	expenditure incurred by the Recipient which is not Eligible Expenditure, including the non-exhaustive list of ineligible expenditure set out in clause 4.6.
'Intellectual Property Rights'	all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
'Maximum Sum'	the maximum amount of the Grant that the Funder will provide to the Recipient for the Project, being £12,551.14 .
'Prohibited Act'	<p>(1) directly or indirectly offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 b) showing or not showing favour or disfavour to any person in relation to this Agreement; <p>(2) committing any offence:</p> <ul style="list-style-type: none"> c) under the Anti-bribery Laws; d) under legislation creating offences in respect of fraudulent acts; or e) at common law in respect of fraudulent acts in relation to this Agreement; or <p>(3) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
'Project'	the project described in Error! Reference source not found..

'Project Manager'	the individual who has been nominated to represent the Recipient for the purposes of this Agreement.
'Representatives'	a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.
'UK GDPR'	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act of 2018.
'VAT'	value added tax chargeable in the UK.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2 Purpose of Grant

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

3 Payment of Grant

- 3.1 Subject to the rest of this clause 3 and the Recipient's full compliance with the provisions of this Agreement, the Funder will make Grant payments to the Recipient within thirty (30) days of receiving an invoice from the Recipient. The Recipient must submit an invoice to the Funder by 31 May 2026 in order for the Funder to pay the Grant to the Recipient by 30 June 2026.
- 3.2 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process payment of the Grant.

- 3.3 The Recipient accepts that payment of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.
- 3.4 The Funder will only pay the Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Project.
- 3.5 The Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Project. In addition, the Funder shall not be liable for any ongoing liability or costs (e.g. maintenance, repair etc) associated with the Project and this will be the Recipient's sole responsibility.
- 3.6 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 3.7 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes 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 Recipient may only use the Grant for the delivery of the Project.
- 4.2 The Recipient must not use the Grant to:
- 4.2.1 make any payment to members of its Governing Body;
 - 4.2.2 purchase buildings or land;
 - 4.2.3 spend on advertising, communications, consultancy or marketing; or
 - 4.2.4 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Funder.
- 4.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written consent of the Funder.
- 4.4 If any part of the Grant remains unspent at the end of the Grant Period or on early termination of this Agreement, the Recipient must ensure that those unspent monies are promptly returned to the Funder unless otherwise directed in writing by the Funder.
- 4.5 The Recipient will be the sole recipient of the Grant. The Recipient will be responsible for managing the Grant as between itself and any third parties involved in performing the Project. This includes securing the re-payment of the Grant if requested by the Funder in accordance with this Agreement.

- 4.6 The Grant must not be used for any of the following non-exhaustive list of items:
- 4.6.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
 - 4.6.2 using the Grant to enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 4.6.3 using the Grant to petition for additional funding;
 - 4.6.4 expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 4.6.5 input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);
 - 4.6.6 payments for activities of a political or exclusively religious nature;
 - 4.6.7 interest payments or service charge payments for finance leases;
 - 4.6.8 gifts;
 - 4.6.9 statutory fines, criminal fines or penalties;
 - 4.6.10 payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources;
 - 4.6.11 bad debts to related parties;
 - 4.6.12 the depreciation, amortisation or impairment of assets; and
 - 4.6.13 novel or contentious payments. This includes any payment that could cause embarrassment to the Funder (for example, any excessive severance payment, unfair dismissal costs or other compensation).

5 Other funding

- 5.1 The Recipient must not apply for or obtain Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement. The Funder may exercise its rights under clause 15 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

6 Accounts and records

- 6.1 The Recipient must ensure that the Grant is shown in its accounts as a restricted fund and is not included under general funds.
- 6.2 The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

- 6.3 The Recipient will keep all invoices, receipts, accounts and 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.
- 6.4 At any time during the Grant Period and for up to six years after it, the Funder may review the Recipient's accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. The Recipient grants to the Funder and its Representatives full access to the Recipient's accounts, records and premises for the purposes of carrying out an audit under this clause 6.4.
- 6.5 The Recipient will comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

7 Monitoring and reporting

- 7.1 The Recipient will 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.
- 7.2 During the Grant Period, the Recipient will:
- 7.2.1 permit any person authorised by the Funder 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
 - 7.2.2 provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this Agreement.
- 7.3 The Recipient will provide the Funder with a project delivery summary report on completion of the Grant Period which will confirm whether the Project has been successfully and properly completed.

8 Financial management

- 8.1 The Recipient must at all times comply with Anti-bribery Laws.
- 8.2 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (Financial Irregularity).

- 8.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
- 8.3.1 explain to the Funder what steps are being taken to investigate the irregularity;
 - 8.3.2 keep the Funder informed about the progress of any investigation;
 - 8.3.3 assist the Funder in any investigations it initiates; and
 - 8.3.4 refer the matter to external auditors or another third party if required to do so by the Funder.
- 8.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:
- 8.4.1 suspend future payments of the Grant;
 - 8.4.2 insist that the Recipient addresses the Financial Irregularity; and
 - 8.4.3 require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

9 Conflicts of interest

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this Agreement.

10 Acknowledgement and publicity

- 10.1 The Funder consents to the Recipient using its name and logo to publicise the Grant and the Project, provided that this does not in any way weaken or damage the reputation and image of the Funder.
- 10.2 The Recipient must acknowledge the support of the Funder, including an acknowledgement of the Funder as the source of the Grant, in:
- 10.2.1 its annual report and accounts;
 - 10.2.2 any other materials that refer to the Project; and
 - 10.2.3 any written or spoken public presentations about the Project.
- Each acknowledgement must include the Funder's name and logo.
- 10.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.
- 10.4 The Funder may publicise the Grant and details of the Project, using the Recipient's name and logo and any information gathered from its initial Grant application or any reports submitted to the Funder under this Agreement, without prior notice.

- 10.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated or organised by the Funder.
- 10.6 The Recipient will comply with all reasonable requests from the Funder to facilitate visits and provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

11 Intellectual Property Rights

- 11.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.
- 11.2 Other than as expressly set out in this Agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 11.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).
- 11.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of this Agreement, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as requested by the Funder.

12 Confidentiality

- 12.1 Each party undertakes that it will, during the term of this Agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this Agreement or expressly authorised in writing by the other party.
- 12.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this Agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.

- 12.3 Nothing in this clause 12 prevents the Funder from disclosing any Confidential Information of the Recipient:
- 12.3.1 for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
 - 12.3.2 to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
 - 12.3.3 where disclosure is required by Applicable Law, including under clause 13.
- 13 Freedom of information**
- 13.1 Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, Request for Information means a request for information or an apparent request under the FOIA or the EIRs.
- 13.2 Each party will:
- 13.2.1 provide all necessary assistance and co-operation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
 - 13.2.2 transfer to the other party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
 - 13.2.3 provide the other party with a copy of all information requested in the Request for Information which is in its possession or control in the form that the other party requires within five Business Days (or any shorter period that the other party may reasonably specify) of the other party's request for that information; and
 - 13.2.4 not respond directly to a Request for Information unless authorised in writing to do so by the other party.
- 13.3 Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from it. Each party will take reasonable steps to notify the other party of a request for

information that directly relates to the other party (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in this Agreement, each party will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

13.4 Each party acknowledges and agrees that the other party may:

13.4.1 publish this Agreement, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and

13.4.2 share details of the Grant, including the other party's name and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

14 Data protection

14.1 It is not anticipated that there will be any Personal Data processed under this Agreement with the exception of business names and contact details which the parties shall share in order to manage the Agreement.

14.2 If any other Personal Data is processed, the parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Agreement.

14.3 Each party agree that it shall not perform its 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.

15 Withholding, reducing and repayment of Grant

15.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 15.2 if:

15.1.1 the Recipient uses the Grant for Ineligible Expenditure;

15.1.2 the Recipient fails to comply with any of its obligations under this Agreement and that failure is material or persistent in the Funder's reasonable opinion;

15.1.3 the delivery of the Project does not start within three months of the Commencement Date and the Recipient has failed to provide the

- Funder with a reasonable explanation (in the Funder's reasonable opinion) for the delay;
- 15.1.4 the Funder (acting reasonably) considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - 15.1.5 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
 - 15.1.6 the Recipient applies for or obtains Duplicate Funding for the Project;
 - 15.1.7 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - 15.1.8 the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
 - 15.1.9 the Recipient commits or has committed a Prohibited Act;
 - 15.1.10 the Funder determines (acting reasonably) that the Recipient or any Representative or member of the governing body of the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of the Funder; or (b) taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;
 - 15.1.11 the Recipient transfers, assigns or novates this Agreement to any third party (or attempts to do so) without the Funder's consent;
 - 15.1.12 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);
 - 15.1.13 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 (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;

- 15.1.14 any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any Applicable Laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies.
- 15.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:
- 15.2.1 suspend or withhold payment of the Grant;
 - 15.2.2 reduce the Maximum Sum;
 - 15.2.3 require the Recipient to repay all or any part of the Grant previously paid to the Recipient; and
 - 15.2.4 terminate this Agreement.
- 15.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 15.2.3 or clause 15.2.4 unless the Recipient fails to rectify the default to the reasonable satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's reasonable opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this Agreement.
- 15.4 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 Funder as soon as possible so that, if possible and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

16 Compliance with law

- 16.1 The Recipient must carry out the Project and its obligations under this Agreement in accordance with all Applicable Laws, including all Applicable Laws:
- 16.1.1 relating to equality or prohibiting any form of discrimination; or
 - 16.1.2 concerning health and safety in relation to people working on the Project.

- 16.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

17 Environment

- 17.1 The Recipient will carry out the Project with due regard to the protection of the environment, including by:
- 17.1.1 minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
 - 17.1.2 conserving the use of raw materials, water, energy and other resources;
 - 17.1.3 adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
 - 17.1.4 limiting the Project's impact on biodiversity and nature.
- 17.2 The Recipient will take all possible precautions to ensure that any materials used in the Project do not contain any damaging or hazardous substances unless this is unavoidable in which case the Recipient must notify the Funder in advance of their use.

18 Limitation of liability

- 18.1 The Funder 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 the withdrawal, withholding, suspension or reduction of the Grant.
- 18.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Funder in connection with:
- 18.2.1 the acts or omissions of the Recipient in relation to the Project;
 - 18.2.2 the non-fulfilment of any obligations of the Recipient under this Agreement; or
 - 18.2.3 the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.
- 18.3 Subject to clause 18.1 and clause 18.4 the Funder's liability under this Agreement is limited to the amount of the Grant outstanding.
- 18.4 Nothing in this Agreement limits any liability which cannot legally be limited.

19 Insurance

- 19.1 The Recipient will, during the Grant Period and for a period of six years after termination or expiry of this Agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this Agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (Required Insurance).
- 19.2 The Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

20 VAT

- 20.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 20.2 If VAT is held to be chargeable in respect of this Agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.

21 Duration

This Agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

22 Termination

Without prejudice to the Funder's other rights to terminate this Agreement, the Funder may terminate this Agreement by giving at least three months' written notice to the Recipient.

23 Consequences of termination or expiry

- 23.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Agreement will survive expiry or termination and continue in full force and effect.
- 23.2 Termination or expiry of this Agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this Agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.
- 23.3 Any liabilities arising at the end of the Project or on termination or expiry of this Agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's costs or those

of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.

24 Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this Agreement to any third party.

25 Notices

25.1 Any notice given to a party under or in connection with this Agreement must be in writing and in English and must be:

25.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

25.1.2 sent by email to the following address (or an address substituted in writing by the party to be served):

a) Recipient: cllr.almond@oliversbattery.info/
clerkoliversbattery@gmail.com

b) Funder: Mike Griffin-Thorn - mike.griffin-thorn@hants.gov.uk.

25.2 Any notice will be deemed to have been received:

25.2.1 if delivered by hand, at the time the notice is left at the proper address;

25.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

25.2.3 if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

26 Dispute resolution

26.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this Agreement), the matter will first be referred for resolution to the Project Manager and the Grant Manager.

26.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Team Leader – Passenger Transport of the Funder and the Representative of the Recipient.

27 Governing law

This Agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 1 – The Project

The refurbishment of five existing shelters listed below.

Works to include replacement of toughened glass and solid panels, cleaning of shelters including roof panels, preparation and painting of shelters, removal of waste materials.

1900HA110008 - Badger Farm (West bound)

1900HA110006 - Oliver's Battery outside shopping parade

1900HA110001 - Oliver's Battery. Momford Road.

1900HA110003 - Oliver's Battery Sunnydown Road (NE-bound) On Old Kennels Lane

1900HA110004 - Olivers Battery Farley Close