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DATED 19 DAY OF FEBRUARY 2025

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**GRANT AGREEMENT**

HOLIDAY ACTIVITIES AND FOOD PROGRAMME 2025

between

COUNCIL THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE  
And  
Justice Prince CIC

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THIS DEED is dated 19 FEBRUARY 2025

## **PARTIES**

- (1) COUNCIL THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE of Quadrant , The Silverlink North, Cobalt Business park, North Tyneside NE27 0BY (Council).
- (2) Denise Marshall, Justice Prince CIC, Oxford Centre longbenton NE12 8LT

## **BACKGROUND**

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

## **AGREED TERMS**

### **1. DEFINITIONS**

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

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

**Commencement Date:** The date of this Agreement

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and any regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to a party.

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

**Grant:** the sum of £28,800 be Paid to the Recipient in accordance with this Agreement. Total amount

**Grant Period:** the period for which the Grant is awarded starting on the 1<sup>st</sup> April 2025 and ending on 31st January 2026. this could be 12 months commencing on the commencement date.

**Grant Conditions:** the grant conditions referred to in the grant determination letter dated February 2025 from the Department of Education to the Council and attached at Schedule 4 of this Agreement together with the relevant provisions set out in the Guidance.

**Guidance:** [Holiday Activities and Food Programme 2023 guidance](#) issued by the Department for Education as updated from time to time.

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

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Minimum Financial Assistance Threshold:** the minimum financial assistance threshold specified in section 36 (1) of the Subsidy Control Act 2022.

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

**Prohibited Act:**

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

**Project:** the project described in Schedule 1.

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

**Regulated Activity:** as defined in part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**UK GDPR:** means Regulations (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.

**Working Day:** means a day (other than a Saturday or a Sunday) on which banks are open for general business in the City of London.

## 2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

## 3. PAYMENT OF GRANT

- 3.1 Subject to clause 13, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The Council at its sole discretion may refuse to pay the Grant or any instalments of the Grant if the Recipient does not complete and return

any required monitoring and evaluation reports or fails to comply with agreed targets.

- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.6 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### 4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Council.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding or payment in kind shall be used for.
- 4.3 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body.
  - (b) purchase buildings or land; or
  - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

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

- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council within 30 days of the end of the grant period or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.
- 4.7 The Recipient shall comply with the Grant Conditions throughout the delivery of the Project and shall co-operate and assist the Council in the proper performance and delivery of the Project in accordance with the Grant Conditions.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Council with a copy of its annual accounts within 2 weeks of any request.
- 5.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.
- 5.6 The Recipient acknowledges that the Council is subject audit requirements by the Secretary of State as set out in the Grant Conditions and agrees to co-operate fully with the Council to enable

the Council to comply with the Secretary of State requirements under the Grant Conditions.

## 6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Council with all reports and monitoring information at the required intervals and times and in the required format as the Council shall reasonably request.
- 6.3 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project when requested and in such formats as the Council may reasonably require. Subject always to the requirements of the Data Protection Legislation this shall include data on children using the Project.
- 6.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.5 If requested, the Recipient shall provide the Council with a risk register and insurance review in the format provided by the Council. The Recipient shall address the health and safety of its staff and users in the risk register.
- 6.6 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for the Council to establish that the Grant has been used properly in accordance with this Agreement.
- 6.7 The Recipient shall permit any person authorised by the Council or the Department for Education such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.8 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient on reasonable notice to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project,

it shall be entitled to authorise any person to make such visits on its behalf.

- 6.9 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
- 6.10 The Department of Education will be undertaking an evaluation of the delivery of its holiday activities and food programme. The Recipient agrees to co-operate with the Council, if required, in this evaluation
- 6.11 Where the Council requires the provision of information, data, or other monitoring information this must be provided in a timely manner and in any event within any specifically requested deadlines.

## 7. ACKNOWLEDGMENT AND PUBLICITY

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

fundraising activities relating to the Project or which may be required by the Department of Education.

## 8. INTELLECTUAL PROPERTY RIGHTS

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

## 9. CONFIDENTIALITY

- 9.1 Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**10. FREEDOM OF INFORMATION**

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

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs.
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt.
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**11. DATA PROTECTION**

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement. As set out in schedule 6.

**12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend

payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded.
- (b) the delivery of the Project does not start within 14 days of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay.
- (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project.
- (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner
- (e) The Recipient fails to provide the relevant monitoring and evaluation within the specified timescales.
- (f) the Recipient is, in the reasonable opinion of the Council, not delivering the Project in accordance with the terms of this Agreement.
- (g) the Recipient obtains duplicate funding from a third party for the Project;
- (h) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (i) the Recipient has received funding and aid in excess of the special drawing rights allowance set out in the TCA;
- (j) the Recipient provides the Council with any materially misleading or inaccurate information;
- (k) the Recipient commits or committed a Prohibited Act;
- (l) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (m) 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);
- (n) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (o) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

- 12.2 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.
- 12.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

### 13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 14.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

### 14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

### 15. LIMITATION OF LIABILITY

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-

fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 16.1, the Council's liability under this Agreement is limited to the payment of the Grant.

## 16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the relevant framework standards set out in the Guidance with respect to food, enriching activities, physical activities, nutritional education, food education for carers and families, signposting and referrals and policies and procedures;
- (e) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (f) where relevant, it is compliant with OFSTED requirements for working with children;
- (g) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (h) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (i) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (j) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (k) it is not aware of any...

