

21. TERMINATION

The Council may terminate this Agreement and any Grant payments on giving the Recipient 14 days written notice should it be required to do so by financial restraints or for any other reason.

22. ASSIGNMENT

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

23. WAIVER

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

24. NOTICES

All formal notices and other formal communications in relation to the terms and conditions of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, haf@northtyneside.gov.uk 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 haf@northtyneside.gov.uk 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.

25. DISPUTE RESOLUTION

- 25.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.
- 25.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Assistant Chief Executive of the Council and the of the Recipient 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 the Recipient.

25.3 In the absence of agreement under clause 26.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

26. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, 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.

27. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This 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.

29. GOVERNING LAW

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

30. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

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

Schedule 1 The Project

The recipient will:

Deliver enriching activities and nutritious food, in line with the recipient's application, for 4 days at Easter, for 40 children and young people per day, 16 days in the Summer, for 40 children and young people per day and 4 days at Christmas, for 40 children and young people per day. This will be free at the point of entry for children and young people who are eligible for income-related free school meals accessing the provision within the following dates:

- Easter (14th April to 26th April 2025)
- Summer (19th July to 30th August 2025)
- Christmas (19th December 2025 to 3rd January 2026)

Deliver their activities in line with the Department for Education guidance for this programme: [Holiday activities and food programme 2023 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/holiday-activities-and-food-programme-2023)

Ensure that they are compliant with Ofsted regulation for childcare provision.

Ensure that they are appropriately registered as a food business, unless exempt.

Use the Council's booking system for:

- Registering participants onto the activity
- Uploading correct information about their activity within the Council's timescales
- Updating information about their organisation when required by the Council
- Accurately monitoring attendance of participants within the Council's timescales

Complete the Council's Evaluation process, including:

- A satisfactory impact report, using the Council's prescribed template, within 14 days of delivery.
- A response rate of 20% or higher to the Council's parent/carer, young person or children's survey.
- Any additional requests from the Council for photographs or case studies.

SIGNED by
Duly authorised for and on behalf of
The Council of the Borough of North Tyneside

SIGNED by
Duly authorised for and on behalf of



JUSTICE PRINCE CIC
HAF MANAGER

Schedule 4 Grant Conditions



HAF Grant
Determination Letter



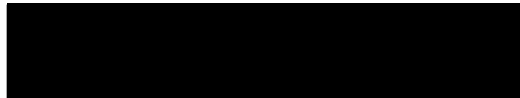
Holiday activities and
food programme 202

.....
SIGNED by [print name]

Duly authorised for and on behalf of

The Council of the Borough of North Tyneside

SIGNED



DENISE MARSHALL
JUSTICE PRINCE CIC.

Schedule 5.

Subsidy Control Act 2022 (The Act)

The Subsidy Control Act 2022 came into force in January 2022 and governs the circumstances in which Public Authorities can award subsidies. Most funding measures are now subject to the Subsidy Control Act 2022 and more detailed guidance can be found in the BEIS Statutory Guidance for the United Kingdom Subsidy Control Regime here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1117122/uk-subsidy-control-statutory-guidance.pdf

A Minimum Financial Assistance (MFA) subsidy can be offered as long as this subsidy does not exceed the threshold level of £315,000 for any one organisation/company (at group level) cumulated over the current and previous two financial years.

UK Subsidy control notification

Subsidy Control applies to grants provided by North Tyneside Council under the Department of Education's Holiday Activities and Food Programme. Therefore, all recipients of a grant are required to comply with the maximum permitted funding allowance under the Minimum Financial Assistance threshold of £315,000 over the current and last two financial years.

Any organisation that has reached the limits of the permissible Minimum Financial Assistance threshold will not be able to receive further grant funding.

(Please note the above amount does not include any payments under the Covid-19 Business Grant Allowance where the subsidy limit is currently at £1.6m; and the Covid-19 Business Grant Special Allowance where the subsidy limit is £9m and up to an amount equivalent to 70% of the company's uncovered fixed costs.)

Please complete the notification below.

UK Subsidy Control Notification

North Tyneside Council offers your organisation a Minimum Financial Assistance (MFA) subsidy under the Subsidy Control Act (2022), subject to your agreement to, and compliance with, the terms and conditions set out below

The amount of MFA offered is £28,800


Before making the payment, we require written confirmation that receipt of that this payment will not exceed your company/organisation's threshold of £315,000 cumulated over this and the previous two financial years, as specified in section 36(1) of the Subsidy Control Act (2022). This means you must confirm that your organisation/company has not received more than £315,000 in MFA subsidies or comparable types of subsidies between 1 April 2020 (if given on or after 1 April 2022 the date will 1 April 2021) and this date.

We take this opportunity to remind you that your organisation/ company is required to keep a written record of the amount of MFA you have received and the date/s when it was received. The written record must be kept for at least three years beginning with the date on which the MFA was

given. This will enable you to respond to future requests from public authorities on how much MFA you have received and whether you have reached the cumulative threshold. Confirmation must be sent by someone who is authorised to do so on behalf of your organisation.

I confirm for and on behalf of Justice Prince CIC that receipt of the MFA of £28,800 from North Tyneside Council will not exceed the MFA threshold for £315,000 as specified in the Subsidy Control Act 2022.

I acknowledge that I am duly authorised to make this statement on behalf of the business/organisation and further understand that that if the business/organisation fails to meet the eligibility requirements, the business/organisation may become liable to repay the grant in full.

Signed 

Print Name..... DENISE MARSHALL.

Position MANAGER

Business/organisation..... JUSTICE PRINCE CIC

..... OXFORD CENTRE LONGBENTON .

..... NE12 8LT.

Date... 20.2.25

Schedule 6 Data processing

In this Schedule “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures” shall have the meaning as defined in the Data Protection Legislation.

1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This Schedule 4 is in addition to, and does not relieve, remove or replace a party’s obligations or rights under the Data Protection Legislation. In this Schedule 6 “Applicable Laws” means (for so long as and to the extent that they apply to the Recipient) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law: and “Domestic UK Law” means the UK Data Protection Legislation and any other law that applies in the UK.

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Recipient is the Processor. Where required, the only processing the Recipient is authorised to do is set out below.

3. Without prejudice to the generality of Paragraph 2, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Recipient and/or lawful collection of the Personal Data by the Recipient on behalf of the Authority for the duration and purposes of the Agreement.

4. Without prejudice to the generality of Paragraph 2, the Recipient shall, in relation to any Personal Data processed in connection with the performance by the Recipient of its obligations under this Contract:

4.1 process that Personal Data only on the documented written instructions of the Authority unless the Recipient is required by Applicable Laws to otherwise process that Personal Data. Where the Recipient is relying on Applicable Laws as the basis for processing Personal Data, the Recipient shall promptly notify the Authority of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Recipient from so notifying the Authority;

4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

4.4 not transfer or otherwise process any Personal Data outside of the UK without obtaining the Authority’s prior written consent;

4.5 assist the Authority, at no cost to the Authority, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

4.6 notify the Authority without undue delay on becoming aware of a Personal Data Breach;

4.7 at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination of this Contract unless required by Applicable Law to store the Personal Data; and

4.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 and allow for audits by the Authority or the Authority's designated auditor and immediately inform the Authority if, in the opinion of the Recipient, an instruction infringes the Data Protection Legislation.

5. The Recipient shall not appoint any third-party processor of Personal Data under this Agreement. The Recipient may appoint a third-party processor of Personal Data with prior written consent from the Authority. Where such written consent has been obtained the Recipient confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this schedule 4 and which the Recipient undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Authority and the Recipient, the Recipient shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Paragraph 5.

6. The Recipient shall indemnify and keep indemnified and defend at its own expense the Authority against all costs, claims, damages or expenses incurred by the Authority or for which the Authority may be become liable due to any failure by the Recipient or its employees, subcontractors or agents to comply with any of the Recipient's obligations under this Contract or the Data Protection Legislation.

7. The provisions of this Schedule 6 shall survive the termination or expiry of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding the expiration or such termination.