

[DN: This template Grant Funding Agreement (“**GFA**”) is a standalone agreement for use to make a Community Asset Transfer Programme (“**CAT**”) Support Grant for improvement works with a value up to £20,000 made during the 2026/27 Financial Year. It should not be used for other projects or for other purposes. Please complete or remove (as appropriate) all sections which are highlighted or in square brackets before issue to the Recipient. Note that this document is to be executed under seal as a deed.]

[Note – the drafting notes and instructions within this document are intended to support the Council in preparing the GFA – they do not represent legal advice to the Recipient.]

DATE

Grant Funding Agreement

1. Reigate & Banstead Borough Council

2. [RECIPIENT]

**Community Asset Transfer & Support Programme-
Community Asset Improvement Grant**

This **GRANT FUNDING AGREEMENT** is executed as a Deed on

Between:

- 1) Reigate & Banstead Borough Council whose principal address is at Town Hall, Castlefield Road, Reigate RH2 0SH ("**Funder**" "**Us**" "**Our**" "**We**")
- 2) [DN: Use where individuals are signing on behalf of an unincorporated organisation and delete if the Recipient is incorporated] [NAME OF TRUSTEE/MEMBER] of [ADDRESS OF TRUSTEE/MEMBER] [and [NAME OF TRUSTEE/MEMBER] of [ADDRESS OF TRUSTEE/MEMBER]] acting in their capacity as the [charity trustees][members] of [NAME OF RECIPIENT], an unincorporated organisation [registered with the Charity Commission for England and Wales under [INSERT CHARITY REGISTRATION NUMBER]] whose principal address is at [INSERT ADDRESS] ("**Recipient**" "**You**" "**Your**" "**Yours**")
- 3) [DN: Use where the Recipient is signing on behalf of an incorporated organisation and delete if they are unincorporated] [NAME OF RECIPIENT ORGANISATION] registered in England and Wales under [INSERT COMPANY NUMBER] and/or [and registered with the Charity Commission for England and Wales under [INSERT CHARITY REGISTRATION NUMBER] or [with exempt charitable status] whose principal office address is [INSERT REGISTERED ADDRESS OF RECIPIENT] ("**Recipient**" "**You**" "**Your**" "**Yours**")

together, "the **Parties**".

Background

- A. We will provide this Grant for the Eligible Costs described in Paragraph 4 of Schedule 2 subject to the terms of this Grant Funding Agreement.
- B. Where the Recipient is not incorporated with separate legal personality, We acknowledge that its signatories are entering into this Grant Funding Agreement in their capacity as [trustees][members] of the Recipient and will be holding the Grant on trust for the purposes of the Recipient and not on their own behalf or for their personal benefit.

The Parties now agree as follows:

1. Payment and Use of the Grant

- 1.1. [DN: Delete if the Recipient is not an unincorporated organisation] [References in this Grant Funding Agreement to the 'Recipient' or to 'You' 'Your' 'Yours' shall be interpreted as references to the individuals signing this Grant Funding Agreement, and/or to the [INSERT NAME OF UNINCORPORATED RECIPIENT ORGANISATION], as the context so requires.]
- 1.2. Subject to clause 1.3 and clause 6 and provided that We have available funds, We will provide You with a grant up to the maximum value set out within Paragraph 1 of Schedule 2 (the "**Grant**"). The Grant will be paid in accordance with the payment process set out in Paragraph 2 of Schedule 2.
- 1.3. No Grant shall be paid unless and until We are satisfied that:

- 1.3.1. such payment will be used for proper expenditure in the delivery of the Project, and only applied to the Eligible Costs; and
 - 1.3.2. You have obtained all Necessary Consents required for the Project, including but not limited to planning permission.
- 1.4. You must use the Grant only to fund the costs described in Paragraph 4 of Schedule 2 ("**Eligible Costs**") incurred in delivery of the Project described in Schedule 1 ("**Project**"), and in accordance with the terms and conditions set out in this Grant Funding Agreement.
- 1.5. You must hold the Grant in a business bank account, in the name of [DN: use "the Recipient" if the recipient organisation is incorporated, or set out the name of the unincorporated recipient organisation if not] [the Recipient] [INSERT NAME OF UNINCORPORATED RECIPIENT ORGANISATION] and only transfer funds as needed to fund the Eligible Costs.
- 1.6. You must not spend the Grant on costs incurred before the date of this Grant Funding Agreement or after the end of the Grant Period (defined in clause 13.2) unless otherwise agreed by Us in writing.
- 1.7. You must not use the Grant for any purpose other than those described in clause 1.4 without Our prior written approval.
- 1.8. You must not make any material change to the Project without Our prior written consent.
- 1.9. We will not increase the Grant in the event of overspend in Your delivery of the Project except as agreed in writing. You must pay for any costs of the Project that are in excess of the value of the Grant.
- 1.10. You must promptly repay any part of the Grant which is incorrectly paid to You.
- 1.11. You must repay any unused Grant within 30 days after the end of the Grant Period unless otherwise agreed by Us.
- 1.12. You must adopt appropriate policies and procedures to ensure all works, goods and/or services funded through the Grant represent value for money.
- 1.13. You must ensure that all contractors appointed to provide goods, works or services using the Grant are paid no more than a market price for the goods, works or services that they provide. A market price shall be determined through use of competitive tendering processes where the value of the goods, works or services purchased is expected to exceed £10,000 (ten thousand pounds).
- 1.14. You must deliver the Project, and/or procure that the Project is delivered, in a good and workmanlike manner, using all reasonable skill and care in accordance with good building practice and using suitable, good quality materials.
- 1.15. You must notify Us in advance of your intention to apply to any third party for funding for the Project, and, where such funding is obtained, provide Us with details of the amount and purpose of that funding. You must not apply for

duplicate funding in respect of any part of the Project or any related administration costs that We are funding in full under this Grant Funding Agreement.

2. Warranties

2.1. By signing this Grant Funding Agreement, You warrant and agree that:

- 2.1.1. all information, documents and data (including the Application You submitted to us ("**Application**") and any financial or other information You have provided to Us) is up to date and correct;
- 2.1.2. Your governing documents do not restrict or prohibit You from accepting the Grant or entering into this Grant Funding Agreement, exercising Your rights or complying with Your obligations under this Grant Funding Agreement;
- 2.1.3. You have the necessary powers to enter into this Grant Funding Agreement and do not require consent from any third party, regulatory body or court in order to validly enter into this Grant Funding Agreement, exercise Your rights and/or comply with Your obligations under this Grant Funding Agreement.
- 2.1.4. there has been no material change in Your financial position or prospects since Your last accounts;
- 2.1.5. you are a not-for-profit organisation which prohibits the distribution of profits to Your trustees, directors or members;
- 2.1.6. you have all necessary resources, powers and expertise to deliver the Project (assuming due receipt of the Grant);
- 2.1.7. You will use the Community Asset (as described in paragraph 1 of Schedule 1) ("**Community Asset**") for a purpose or purposes which are consistent with the Application submitted to us for the Grant;
- 2.1.8. You will obtain all approvals, certificates, authorisations, permissions (including but not limited to planning permission), licences, permits, regulations and consents (whether statutory regulatory, contractual or otherwise) necessary for the carrying out of the Project ("**Necessary Consents**") before You start delivery of the Project; and
- 2.1.9. You will continue to hold and comply with the terms of all Necessary Consents required to deliver the Project as appropriate.

[DN: Clauses 2.2 and 2.3 below can be removed entirely where the Recipient is a CIC or other incorporated but non-charitable structure.]

- 2.2. [DN: Include where the Recipient is an unincorporated entity] Each individual signing this Grant Funding Agreement in their capacity of [trustee][member] of the Recipient warrants that: (a) they are a duly appointed [trustee][member] of the Recipient; (b) they have been duly authorised by all current

[trustees][members] to enter into this Grant Funding Agreement on behalf of the Recipient in accordance with the governing documents of the Recipient] [[DN: Include only where the Recipient is an unincorporated charity] and pursuant to section 333 of the Charities Act 2011].

- 2.3. [DN: Include where the Recipient is an incorporated charity] Each individual signing this Grant Funding Agreement in their capacity of trustee of the Recipient warrants that the trustees of the Recipient have resolved in accordance with the governing documents of the Recipient that (a) entering into this Grant Funding Agreement is in furtherance of the objects of the Recipient and (b) is in the best interests of its beneficiaries.]

3. [Guarantees [DN: Include only where the Recipient is receiving the Grant for the purposes of improving a Community Asset owned by the Council]]

- 3.1. [You must procure that any product warranties and guarantees issued by contractors, subcontractors or other suppliers in relation to the Project may be relied upon by Us and any of Our successors in title.]]

4. Monitoring and Reporting

- 4.1. You must keep accurate and up to date accounts and records of the receipt and expenditure of the Grant for at least seven (7) years following the end of the Term.
- 4.2. You must obtain and keep all invoices, receipts, correspondence, and accounts and any other relevant documents or records relating to the expenditure of the Grant ("**Relevant Records**") for at least seven (7) years following the end of the Term. You must let Us access and take copies of Your Relevant Records at Our reasonable request.
- 4.3. You must submit any information in relation to the Grant and/or this Grant Funding Agreement required by Us to Us or an auditor, at Our request and within the timescales reasonably requested.
- 4.4. You must closely monitor the delivery and success of the Project throughout the Term of this Grant Funding Agreement to ensure that the aims and objectives of the Project are being met and that this Grant Funding Agreement is being adhered to.
- 4.5. You must provide Us with monitoring and evaluation information in accordance with Schedule 3 together with such additional information on the delivery of the Project, Your expenditure of the Grant and Your compliance with the terms of this Grant Funding Agreement in such formats as We may reasonably require from time to time. You shall provide Us with any additional information within the timescales reasonably required by Us.
- 4.6. During the Term (as defined in clause 13.1) of this Grant Funding Agreement You must permit any person authorised by Us such reasonable access to Your employees, agents, volunteers, contractors and sub-contractors, premises, facilities and records (however such records are held), as may be required for the purpose of discussing, monitoring and evaluating Your fulfilment of the conditions of this Grant Funding Agreement, Your use of the Grant and Your

delivery of the Project. If We require further explanation or information, You must provide it within the timescales We reasonably require.

- 4.7. Where We consider that additional visits are necessary to monitor the Project, We shall be entitled to authorise any person to make such visits on Our behalf. We shall, where practicable give You reasonable advance notice in writing of proposed visits but shall not be obliged to do so.
- 4.8. During the Term of this Grant Funding Agreement and for a period of seven (7) years thereafter, You agree that We may conduct additional audits or ascertain additional information from You where We consider it necessary. You agree to grant Us and Our representatives access, as required, to the Community Asset and all sites and relevant records. You will ensure that the necessary information and access rights are included in Your agreements with contractors.

5. Assets

- 5.1. You must ensure that any assets which are developed, improved, enhanced, constructed or purchased using the Grant ("**Assets**") are maintained in good condition for a period of seven (7) years from the date of this Grant Funding Agreement ("**Maintenance Period**").
- 5.2. You must not sell, transfer or otherwise dispose (including by entering into any contract of disposal) ("**Dispose**" and each a "**Disposal**") of any Assets that have been totally or partly bought, restored, developed, constructed, conserved (maintained or protected from damage) improved or enhanced with the Grant within the Maintenance Period without Our consent, unless the Asset has reached the end of its economic lifetime.
- 5.3. If, notwithstanding the provisions of clause 5.2, You Dispose of any Asset in breach of clause 5.2 You must use all reasonable endeavours to achieve the market price for the Asset and must pay Us a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Asset that were funded by the Grant, unless We agree otherwise in writing. You will hold the proceeds from the Disposal of any Asset on trust for Us.

6. Withholding, Suspending, Reducing and Repayment of Grant

- 6.1. Our intention is that the Grant will be paid in full. However, without prejudice to Our other rights and remedies, if any of the circumstances in clause 6.2 occur We may:
 - 6.1.1. withhold or suspend payment of the Grant;
 - 6.1.2. reduce the value of the Grant;
 - 6.1.3. require repayment of all or part of the Grant; or
 - 6.1.4. terminate this Grant Funding Agreement.
- 6.2. The circumstances referred to in clause 6.1 are:

- 6.2.1. You materially or persistently fail to comply with any term of this Grant Funding Agreement (in Our reasonable opinion);
- 6.2.2. You are in breach of any of the warranties given in clause 2 [DN: Insert if clause 9.7 is included] [and clause 9.7];
- 6.2.3. You use the Grant for purposes other than those for which it was awarded (including but not limited to spend on costs other than the Eligible Costs set out in paragraph 4 of Schedule 2) without our prior written consent;
- 6.2.4. delivery of the Project has not been completed by 31 March 2027 unless agreed in writing by Us;
- 6.2.5. You are, in Our reasonable opinion, not making satisfactory progress with delivery of the Project;
- 6.2.6. You are, in Our reasonable opinion, delivering the Project in a negligent manner (including but not limited to failing to prevent or report actual or anticipated fraud or corruption or breach of any obligation under this Grant Funding Agreement);
- 6.2.7. You are, in Our reasonable opinion, delivering the Project in a manner likely to bring Us or the Project into disrepute;
- 6.2.8. You fail to obtain, cease to hold, are in breach of, or fail to comply with, any Necessary Consent;
- 6.2.9. the Project is being delivered without all Necessary Consents being in place;
- 6.2.10. You Dispose of the Community Asset within seven (7) years of the date of this Grant Funding Agreement without Our prior written consent;
- 6.2.11. You change the use of the Community Asset such that, in Our reasonable opinion, it is no longer used for a purpose which is consistent with the Application submitted to Us for the Grant, without Our prior written consent;
- 6.2.12. You provide Us with any materially misleading or inaccurate information, including but not limited to Your Application for the Grant;
- 6.2.13. You commit or have committed any offence under the Bribery Act 2010, any fraudulent offences, or You offer, give or agree to give any inducement or reward to any of Our representatives;
- 6.2.14. You are in breach of any of Your obligations set out at clauses 5 or 5.2;
- 6.2.15. You transfer, assign or novate this Grant Funding Agreement to any third party (or attempt to do so) without Our prior written consent;

- 6.2.16. We determine that You, or any director, employee, officer, agent, professional advisor or consultant or member of Your organisation has (a) acted fraudulently, dishonestly or negligently at any time and directly or indirectly to Our detriment, or to the detriment of Our Community Asset Transfer (“**CAT**”) Programme; or (b) taken any actions which, in Our reasonable opinion, bring or are likely to bring Our name or reputation into disrepute;
- 6.2.17. You cease to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that You be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 6.2.18. You become insolvent, or are declared bankrupt, or are placed into receivership, administration or liquidation, or a petition has been presented for Your winding up, or You enter into any arrangement or composition for the benefit of Your creditors, or You are unable to pay Your debts as they fall due or any event analogous to the above (including the making of a debt relief order or individual voluntary agreement) occurs in respect of You or Your organisation;
- 6.2.19. such action is, in Our opinion, required under or by virtue of any applicable laws relating to subsidy control including but not limited to the Subsidy Control Act 2022 (“**Subsidy Control Rules**”);
- 6.2.20. a court or tribunal or other competent body requires any Grant paid to be withheld, suspended or recovered due to a breach of (a) the Subsidy Control Rules (b) the UK’s obligations under any international agreement in relation to state subsidies;
- 6.2.21. You cease to be a not-for-profit organisation which prohibits the distribution of profits to Your trustees, directors or members;
- 6.2.22. there is a change in Your ownership or control;
- 6.2.23. You obtain and/or have obtained duplicate funding in respect of any part of the costs that We are funding in full under this Grant Funding Agreement; or
- 6.2.24. if at any time any provision or part-provision of this Grant Funding Agreement is or becomes invalid, illegal or unenforceable and is deemed deleted in accordance with clause 13.19 and the parties are unable to reach an agreement in accordance with clause 13.19 and such deletion renders this Grant Funding Agreement invalid, unlawful, or unenforceable.
- 6.3. Any sums payable in accordance with this clause 6 must be paid without deduction or set-off, within 30 days of request. Any sum not paid within the period specified in this clause 6.3 shall be recoverable by Us from You as a debt.

- 6.4. You will pay interest on any sum due under this Grant Funding Agreement at 4% per year above the Bank of England's base rate from time to time, or at 4% per year if the base rate is below 0% from the due date until payment.

7. Insurance

- 7.1. You must maintain adequate insurance with a reputable insurer during the Term of this Grant Funding Agreement and for a period of seven (7) years after to cover all claims under this Grant Funding Agreement, including for death or personal injury, loss or damage to property or any other losses ("**Required Insurance**").
- 7.2. You must provide evidence that the Required Insurance is in place and relevant premiums have been paid if requested by Us.

8. Confidentiality

- 8.1. For the purposes of this Grant Funding Agreement the term "**Confidential Information**" shall mean: all information in any medium or format that one party discloses to the other party, whether before or after the date of this Grant Funding Agreement, in connection with this Grant Funding Agreement and which is designated as confidential or that ought reasonably to be considered to be confidential.
- 8.2. Each party must keep the other party's Confidential Information confidential during the Term of the Grant Funding Agreement and for two (2) years thereafter, except where disclosure is permitted by this Grant Funding Agreement or authorised in writing.
- 8.3. Nothing in this clause 8 prevents Us from disclosing any of Your Confidential Information:
- 8.3.1. for the purpose of the examination and certification of Our accounts;
 - 8.3.2. to any of Our representatives or suppliers, provided that We only disclose the information necessary for the purpose concerned and require that the information is treated in confidence where appropriate;
 - 8.3.3. where disclosure is required by any applicable laws, statutes, regulations, regulatory guidance and codes in force from time to time ("**Applicable Laws**").

9. Compliance with Statutory Obligations

- 9.1. You will comply with, and will facilitate Our compliance with, all statutory requirements as regards account, audit or examination of accounts, annual reports and annual returns which apply to You or Us.
- 9.2. You will carry out Your obligations under this Grant Funding Agreement in accordance with all Applicable Laws including (without limitation) all Applicable Laws relating to:

- 9.2.1. health and safety including but not limited to 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;
- 9.2.2. equality, or prohibiting any form of discrimination;
- 9.2.3. anti-slavery and anti-human trafficking, including but not limited to the Modern Slavery Act 2015;
- 9.2.4. the protection of personal data and privacy;
- 9.2.5. safeguarding of children and vulnerable adults;
- 9.2.6. tax, including but not limited to income tax and National Insurance; and
- 9.2.7. the prevention of bribery and corruption.
- 9.3. You acknowledge that the provision of the Grant may give rise to a subsidy (as such term is defined in s.2 of the Subsidy Control Rules) ("**Subsidy**") under the Subsidy Control Rules.
- 9.4. You must not take any action or fail to take any action or (as far as is reasonably within Your power) permit anything to occur that would cause Us to be in breach of Our obligations under the Subsidy Control Rules.
- 9.5. You will retain appropriate records of compliance with the Subsidy Control Rules, and promptly provide any information We reasonably require, to demonstrate the compliance of the Grant with the Subsidy Control Rules. You consent to the disclosure of such information as is necessary for Us to comply with Our obligations under the Subsidy Control Rules.
- 9.6. You must ensure that any user of the Community Asset which is an enterprise within the meaning of s.7 of the Subsidy Control Rules is charged a market price for use or hire of the Community Asset or for the provision by the Recipient of any services associated with the Community Asset.
- 9.7. [DN: Include clause 9.7 if any subsidy was awarded using the Minimal Financial Assistance rules – delete all of clause 9.7 if the Minimal Financial Assistance rules were not used to award a subsidy.] You warrant that, as at the date of this Grant Funding Agreement, the receipt of the Grant will not cause the total amount of Subsidy received by [DN: use "the Recipient" if the recipient organisation is incorporated, or set out the name of the unincorporated recipient organisation if not] [the Recipient] [INSERT NAME OF UNINCORPORATED RECIPIENT] and any persons under common ownership or common control (as defined in s.8 of the Subsidy Control Rules) within the period from 1 April 2024 [Note –this date would need to be changed if the subsidy was awarded/the GFA was entered into after 1 April 2027] until the date of this Grant Funding Agreement from the following sources to exceed £315,000:
- 9.7.1. Subsidies given as Minimal Financial Assistance under section 36 of the Subsidy Control Rules;

- 9.7.2. Subsidies given as SPEI Assistance under section 38 of the Subsidy Control Rules;
 - 9.7.3. Aid given under any of the EU State aid de minimis regulations either before the end of the implementation period of 31 December 2020 or after this date, if by virtue of the Northern Ireland Protocol; and
 - 9.7.4. Subsidies given as small amounts of financial assistance (SAFA) under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement.]
- 9.8. You must have in place an adequate and up to date safeguarding policy and must ensure that all of your employees, agents, contractors, workers and volunteers that interact with users of the Community Asset comply with such policies.

10. Data Protection

- 10.1. In this clause, the term **Data Protection Legislation** means all Applicable Laws relating to the processing of Personal Data, including the **UK GDPR** (as defined in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018)) and the Data Protection Act 2018. The terms **Personal Data and Controller** have the meaning given to them in the UK GDPR, and the term **Independent Controller** means a party which is Controller of the same Personal Data as the other party and there is no element of joint control with regards to that Personal Data.
- 10.2. Each party may provide Personal Data to the other party, to the extent required in connection with finalising and managing the Grant Funding Agreement.
- 10.3. Each party acknowledges that it shall act as an Independent Controller in respect of any Personal Data processed in connection with this Grant Funding Agreement and shall comply with all applicable requirements of the Data Protection Legislation that arise in connection with such processing.
- 10.4. Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation.

11. Freedom of Information

- 11.1. You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 (*SI 2004/3391*) ("**EIRs**") and the information disclosure obligations under the Subsidy Control Rules.
- 11.2. You will provide all necessary assistance and co-operation as reasonably requested by Us to enable Us to comply with Our obligations under the FOIA and EIRs and Subsidy Control Rules.
- 11.3. You acknowledge that We may be required under the FOIA, EIRs or Subsidy Control Rules to disclose information without consulting or obtaining consent from You.

12. Intellectual Property

- 12.1. The term **Intellectual Property Rights** means: all patents, rights to inventions, trademarks, 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.
- 12.2. All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to Us or to You before the date of this Grant Funding Agreement or developed by either party during the term of this Grant Funding Agreement, will remain the property of that party.
- 12.3. Other than as expressly set out in this Grant Funding 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.
- 12.4. You grant to Us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials You or delivery partners or contractors produced in relation to the Grant (including all reports provided to Us on the Grant and any photographs, case studies, lessons learned and other materials produced You produce in connection with the Project).
- 12.5. Where We have provided You with any of Our Intellectual Property Rights or Intellectual Property Rights belonging to a third party for use in connection with the Project (including Our name and logo), You must, on expiry or termination of this Grant Funding 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 Us.

13. General

- 13.1. **Duration:** The Parties' obligations under this Grant Funding Agreement take effect on the date on the front of this Grant Funding Agreement ("**Commencement Date**") and continue until the date which is three months after the expiry of the Grant Period (as defined in clause 13.2), unless the Grant Funding Agreement is terminated earlier ("**Term**").
- 13.2. **Grant Period:** The Grant shall be available from the Commencement Date until 31 March 2027 ("**Grant Period**").
- 13.3. **Local Government Reorganisation:** You acknowledge that, should a Local Government Reorganisation occur during the Term of this Grant Funding Agreement, this Grant Funding Agreement may be assigned, novated or otherwise transferred to a successor authority carrying out the same or substantially the same public functions as Us ("**Successor Authority**"), and that the obligations You owe to Us in accordance with the terms of this Grant Funding Agreement will be owed to the Successor Authority.

- 13.4. **Environmental Sustainability:** You must minimise the environmental impact of products or services used in connection with the Grant and the Project, including carbon intensity, where practicable.
- 13.5. **Disputes:** The parties will negotiate in good faith, and seek to settle amicably, any dispute that arises during the continuance of this Grant Funding Agreement.
- 13.6. **VAT:** The Grant is not consideration for any taxable supply for VAT purposes. If VAT is held to be chargeable in respect of this Grant Funding Agreement, all payments will be deemed to be inclusive of VAT and We will not be obliged to pay any additional amount by way of VAT.
- 13.7. **Assignment:** You may not assign, transfer, novate or in any other way dispose of the whole or any part of this Grant Funding Agreement to any third party without Our prior written consent.
- 13.8. **Effect of Expiry or Termination:** Any provision of this Grant Funding Agreement that expressly or by implication is intended to come into force or continue in force on or after the expiry or termination of this Grant Funding Agreement will survive termination and continue in full force and effect, including (without limitation) clause 4 (Monitoring and Reporting), clause 5 (Assets), clause 6 (Withholding, Suspending, Reducing and Repayment of Grant), clause 7 (Insurance), clause 8 (Confidentiality), clause 9 (Compliance with Statutory Obligations), clause 10 (Data Protection), clause 11 (Freedom of Information) and this clause 13 (General). [DN: Include only if clause 13.12 is included] [Other than as set out in clause 13.12] [nothing][Nothing] in this Grant Funding Agreement will prejudice Our rights to recover the Grant or any part of it from You following termination or expiry of this Grant Funding Agreement.
- 13.9. **Governing Law:** This Grant Funding Agreement is governed by and will be construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 13.10. **Successors:** This Grant Funding Agreement is binding on each party and their personal representatives, successors and permitted assigns. Any reference in this Grant Funding Agreement to a party includes that party's personal representatives, successors and permitted assigns.
- 13.11. **Our Liability:**
- 13.11.1. We accept no liability for any consequences, whether direct or indirect which arise from Your use of the Grant, or the exercise of Our rights under this Grant Funding Agreement except as may be required by law.
- 13.11.2. Any liabilities arising at the end of the Project including any redundancy liabilities for staff You employ or Contractors appointed to deliver the Project must be managed and paid for by You, using Your resources other than the Grant.

- 13.11.3. Except as required by law, Our liability under this Grant Funding Agreement is limited to the value of the Grant.
- 13.11.4. Our rights and remedies under this Grant Funding Agreement are in addition to, and not exclusive of, any of Our rights and remedies provided by law.
- 13.12. [DN: Include only for Recipients which are unincorporated entities and delete for incorporated Recipients] **[Your Liability:**
- 13.12.1. Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who sign this Grant Funding Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities under this Grant Funding Agreement.
- 13.12.2. Except as expressly stated in this Grant Funding Agreement, nothing in this Grant Funding Agreement shall limit or exclude the personal liability of the individuals who sign this Grant Funding Agreement.
- 13.12.3. We agree that, to the extent permitted by law, we will not seek to enforce any liability arising solely from the proper performance of Your obligations under this Grant Funding Agreement (including, for the avoidance of doubt under clause 13.13) against the personal assets of any of the individuals who sign this Grant Funding Agreement (beyond those held collectively by all [trustees][members] of the Recipient on trust for the purposes of the [INSERT NAME OF UNINCORPORATED RECIPIENT ORGANISATION]) where We are satisfied (acting reasonably) that the individual(s) signing this Grant Funding Agreement has/have acted in good faith.]
- 13.13. **Indemnity:** You will indemnify Us against all liabilities, costs, expenses, damages and losses suffered or incurred by Us in connection with (a) the non-fulfilment of Your obligations under this Grant Funding Agreement (b) the performance or non-performance of any of Your obligations to any third party in relation to the Grant, the CAT Programme or the Eligible Costs to be funded through the Grant (c) any claim made against Us arising out of or in connection with the provision of the Grant to the extent that it arises out of the breach, negligent performance or failure or delay in performing any of Your obligations under this Grant Funding Agreement or Your use of the Grant.
- 13.14. **Publicity:** You acknowledge that We may publish details of [DN: use "the Recipient" if the recipient organisation is incorporated, or set out the name of the unincorporated recipient organisation if not] [the Recipient's][INSERT NAME OF UNINCORPORATED ORGANISATION]'s] name and the details of the Grant award, including but not limited to on Our website and/or on Our social media channels. You must not make any details of the Grant public without Our prior permission before We publicise the Grant.
- 13.15. You will comply with Our reasonable requirements from time to time in relation to publicity in relation to the Grant and Project, including but not limited to

facilitating visits and providing reports, statistics, photographs and case studies that will assist Us in Our promotional activities relating to the CAT Programme.

- 13.16. **Waiver:** no failure or delay by either party to exercise any right or remedy under this Grant Funding Agreement shall be construed as a waiver of any other right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.
- 13.17. **Entire Agreement:** this Grant Funding Agreement (together with all documents attached to it or referred to within it) constitutes the entire agreement and understanding between the parties in relation to this Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.
- 13.18. **Counterparts:** This Grant Funding Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 13.19. **Severability:** If any provision or part-provision of this Grant Funding Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Grant Funding Agreement. If any provision or part-provision of this Grant Funding Agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.20. **Exclusion of Third-Party Rights:** This Grant Funding 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.
- 13.21. **Independence of the Parties:** This Grant Funding Agreement shall not create any partnership or joint venture between the Funder 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.

This Grant Funding Agreement has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

Reigate & Banstead Borough Council

in the presence of:

.....

.

Authorised
Signatory

[DN: Use the below execution clause for
unincorporated charity recipients. We
recommend that two trustees sign on
behalf of unincorporated charities.]

[EXECUTED as a DEED

by [insert name] and [insert name] in
their capacity of trustees of the Recipient Name:
pursuant to authority conferred on them Date:
under section 333 of the Charities Act
2011.

.....
Name:

Date:]

[DN: Use the below execution clause for a company limited by
guarantee, or a community interest company where two directors,
or a director and the company secretary will sign]

[Executed as a deed by [NAME OF EXECUTING COMPANY]
acting by [NAME OF FIRST DIRECTOR], a director and [NAME
OF SECOND DIRECTOR/SECRETARY], [a director OR its
secretary]

.....
[SIGNATURE OF
FIRST DIRECTOR]
Director

.....
[SIGNATURE OF
SECOND
DIRECTOR/SECRE
TARY]
[Director OR
Secretary]]

[DN: Use the below execution clause for a company limited by guarantee, or a community
interest company where one director and a witness will sign]

[Executed as a deed by [NAME OF EXECUTING COMPANY] acting by [NAME OF DIRECTOR], a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS (IN BLOCK CAPITALS)]
[ADDRESS OF WITNESS]

[DN: Use the below execution clause where the recipient is a Charitable Incorporated Organisation]

[Executed as a deed by [NAME OF CIO, including the words "Charitable Incorporated Organisation"] acting by [NAME OF FIRST CHARITY TRUSTEE] and [NAME OF SECOND CHARITY TRUSTEE], two of its charity trustees.

.....
[SIGNATURE OF FIRST CHARITY TRUSTEE]
Charity trustee

.....
[SIGNATURE OF SECOND CHARITY TRUSTEE]
Charity trustee]

[DN: Use the below execution clause where the recipient is an unincorporated association. We recommend that at least two members sign]

Signed as a deed by [NAME OF MEMBER] on behalf of [NAME OF UNINCORPORATED ASSOCIATION] in the presence of:

.....
[SIGNATURE OF MEMBER]

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS (IN BLOCK CAPITALS)]

[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF MEMBER] on behalf of [NAME OF UNINCORPORATED ASSOCIATION] in [SIGNATURE OF MEMBER]
the presence of:

.....
[SIGNATURE OF WITNESS]
[NAME OF WITNESS (IN BLOCK CAPITALS)]
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

Schedule 1 The Project

1. Community Asset

[DN: Insert a description of the Community Asset to which the Project relates, including its address/identifying details]

2. Project

[DN: Insert a description of the Project to be delivered by the Recipient which the grant is intended to support, and any Deliverables, KPIs and Outcomes – this should be in sufficient detail for someone without knowledge of the project to understand what the Council is funding and what the Recipient is expected to deliver. Any information which is not included within this GFA may not bind the Recipient, so information from the Application (for example) should be included here if it forms part of the Recipient's obligations. Documents and information produced by the Recipient (for example, Applications) should be checked for consistency before inserting them into the GFA to ensure that they do not contain statements which would qualify the Recipient's obligations under this GFA, or which are not acceptable to the Council.]

3. Milestones

Milestone	Milestone Date
[DN: insert agreed milestones and corresponding milestone dates]	

Schedule 2 Payment

Payments

1. The maximum sum to be paid to the Recipient as Grant under this Grant Funding Agreement shall be £[Insert].
2. [The Grant shall be paid in line with the schedule of payments set out below which aligns to the Milestones and Milestone Dates in Schedule 1 above. Payments will be paid in advance of need of each stage.][DN: Amend as appropriate to your specific schedule]. [DN: Insert grid appropriate to project scale and works, smaller projects may only require one payment with a smaller list of documentation]

Payment No.	Milestone / Deliverable	Description of Evidence Required	Payment Amount (£)	Payment Percentage (%)	Target Completion Date
1	[Project commencement]	[Signed grant agreement; proof of project governance; initial project plan; appropriate quotes]			[DN: To align with the Milestone Date in Schedule 1]
2	[Mid- point progress]	[Evidence of works completed and update project plan for second part of delivery]			

Claim

3. Each claim for payment of the Grant shall be accompanied by:
 - 3.1. Original quotes and/or receipts for the Eligible Costs (see Paragraph 4 below) to which the Claim relates;
 - 3.2. evidence of completion of the previous stage of works/Milestones;
 - 3.3. any other evidence or information that We may require in order to confirm that the claim is for Eligible Costs and that You have complied with the terms of this Grant Funding Agreement.

4. Costs Breakdown

- 4.1. Table 1 below sets out the Eligible Costs to be funded through the Grant.

[DN: Insert table of costs to be funded through the Grant]

[DN: Where the Recipient's policy requires a full procurement process to be undertaken to award the construction contract, that should be flagged here.]

Schedule 3 Reporting Requirements

1 Reporting

You must provide Us with a final impact report by [DN: DATE no later than 3 months after the end of the Grant Period – date will be confirmed here] setting out:

- 1.1 the total Grant spend and for what purpose the spend was incurred, in particular confirming that all the Grant has been spent and if not confirming the sum of unspent funds to be returned to Us;
- 1.2 the impact of the spend in relation to the KPI's and outcomes set out in Schedule 1 and the learning from the delivery of the Project. The impact report should include quotes, case studies and photographs from beneficiaries/volunteers/users demonstrating the impact of the improved Asset and the activities. The report will be shared widely with Our stakeholders and may be used to create communication content to be shared publicly including on the Our website, social media and newsletters.

2 Monitoring

- 2.1 You must permit Us and/or Our Representatives to visit the Community Asset for an on-site review meeting at least once during the Term or more frequently (as determined by Us acting reasonably) where We consider that further review meetings are appropriate in light of the progress being made.