

Dated _____ 2023

HASLEMERE TOWN COUNCIL

-and-

[Name of Organisation]

REVENUE GRANT FUNDING AGREEMENT
2024-2027

[Date of Agreement]

Parties

This is an Agreement between:

(i) Haslemere Town Council, High Street, Haslemere, Surrey, GU27 2HG.
Hereafter referred to as The Council

(ii) [Name and address of Organisation plus any registration / charity number]

Hereafter referred to as The Grant Recipient

1. Authorised Representatives

The Parties' Authorised Representatives for the purposes of this Agreement shall be:

The Council: The Proper Officer

The Grant Recipient: [Insert Title and position]

2. Period of Agreement

This Agreement shall begin on [Date] ("the Commencement Date") and shall expire on [Date] unless terminated earlier in accordance with clause 11.

3. Status of The Grant Recipient

In carrying out this agreement the Grant Recipient is acting in its own right and not as an agent of the Council.

4. Status of Agreement

The Parties intend this Agreement to be legally binding.

5. Grant Recipients Obligations

The Grant Recipient shall deliver the project or services as set out in Schedule 1 of this agreement.

6. Performance and Monitoring Information

The Grant Recipient shall provide The Council with performance and monitoring information as set out in Schedule 2 of this agreement.

7. Policies, Procedures and Principles

The Grant Recipient shall hold such policies as required by Statute and will maintain their principles at all times.

9. Insurance and Indemnity

The Grant Recipient shall indemnify and keep the Council indemnified against any legal liability (including any legally recoverable costs and expenses) which arises because of default on the part of the Grant Recipient in the performance of this agreement, except in so far as such liability was caused or contributed to by the Council its employees or agents.

10. The Council's Obligations

The Council agrees to contribute [Insert amount] per year for the duration of this agreement towards the costs of the project or service set out in Schedule 1.

11. Termination

- a. Either Party may terminate this Agreement upon giving not less than six months' notice in writing to the other or a lesser period if the Parties agree in writing.
- b. Either Party may terminate this Agreement immediately by notice in writing to the other in the event of any new legislation or Government ruling coming into force

which renders unlawful or substantially more burdensome or impracticable the performance of its obligations under this Agreement.

- c. Where a Party fails to carry out its obligations under the Agreement and has exhausted the Disputes and Mediation mechanism under clause 12, the other Party may terminate this Agreement upon giving to the other 3 months' notice in writing.
- d. Where this agreement is terminated early, the Grant Recipient will provide the Council with a statement of account showing how much of the current financial year's grant has been spent and shall refund to the Council any unspent grant monies within 14 days. The Council's obligation to fund future years remaining shall cease with immediate effect.

12. Disputes and Mediation

- a. The Council and the Grant Recipient will use their best endeavours to resolve disputes.
- b. Either Party may invoke the following procedure to resolve disputes:
 - i. request a meeting between Authorised Representatives within 10 working days or such other period as may be agreed between the Parties.
 - ii. a further meeting involving the Council and the Grant Recipient may be requested within 14 working days should any dispute remain unresolved.
- c. Use of the disputes procedure will not delay or take precedence over any use of the default or termination procedures.
- d. If the Parties are unable to settle the dispute in accordance with the procedures in 12.b above, this agreement may be terminated as provided in 11.c and d. above.

13. Renewal

It shall be for the Grant Recipient to seek a renewal of this agreement in accordance with the Council's Revenue Grant Policy in force at the time.

14. Variation

The terms of this Agreement may only be varied by agreement in writing between the Parties.

Signed as an agreement on behalf of:

Haslemere Town Council

Signature..... Proper Officer of The Council

Name..... Date.....

[Name of Organisation]

Signature..... Position.....

Name..... Date.....

Schedule 1

Delivery Obligations

[Name of Organisation] agrees to [set out what the money is to be used for]

Schedule 2

Performance and Monitoring Information

- a. [Name of Organisation] shall maintain a proper set of financial accounts associated with its activities and shall provide the latest audited accounts to the Proper Officer of the Council by 1 August in each year that this agreement covers.
- b. [Name of Organisation] shall by 1 August in each year that this agreement covers, provide a report on the activities connected to its delivery obligations at Schedule 1, and specifically records of how any monies paid to it under this Agreement have been spent. A proforma report template will be provided for this purpose. The Grant Recipient shall make these records available to the Council within four weeks of any written request to see them.
- c. [Name of Organisation] shall notify the Proper Officer within 7 working days of the termination of the project of service for which the revenue grant was awarded.