

into any such sale, transfer, lease, disposal or change of use or any agreement for the same and:

- 11.1.1 If sold or transferred, the Organisation shall ensure that the sale or transfer will be at full market value; such valuation to be assessed by an independent surveyor experienced in the valuation of play facilities and approved in writing by South Somerset District Council. An appropriate proportion of the proceeds (determined by South Somerset District Council by reference to the proportion of the original Facility purchase and development cost met by Award and taking account of the period of use) will be surrendered to South Somerset District Council unless otherwise agreed in writing in advance by South Somerset District Council;
- 11.1.2 if leased, or otherwise disposed of, or ceases to be used for the play purposes approved by South Somerset District Council, the market value of the Facility will be assessed by an independent surveyor approved in writing by South Somerset District Council and an appropriate proportion of such value (determined by South Somerset District Council by reference to the proportion of the original purchase and development cost of the Facility met by the Award and taking account of the period of use) will be surrendered to South Somerset District Council on demand unless otherwise agreed in writing in advance by South Somerset District Council.
- 11.2 The Facility is not and will not be subject to any mortgage, debenture, pledge, loan or legal charge secured upon the whole or any part of it, and will not be subject to any lien or other encumbrance which affects or will affect any part of the Facility during the Clawback Period without the prior written agreement of South Somerset District Council which consent at present only extends to the existing or proposed charge(s) referred to in Section 2 of the Award Agreement.

12 Publicity

- 12.1 The Organisation agrees that during the Clawback Period it will officially recognise and promote the financial contribution provided by South Somerset District Council
- 12.2 In the event that the Award is to be used in connection with the construction/development of a Facility the Organisation shall:
 - 12.2.1 (Where the Duration of the Project is expected to exceed 4 months) include the South Somerset District Council logo on the main site board and maintain such site board in a satisfactory condition and ensure that it does not constitute a safety hazard;
 - 12.2.2 Arrange an official opening ceremony for the Facility within a reasonable period after completion of the Facility, at which South Somerset District Council should be invited to attend. The Organisation will liaise with the Community Health and Leisure Manager to agree a date of and the arrangements for the opening ceremony;
 - 12.2.3 Not issue any public release nor hold any press conference about the Award or the Facility without the prior notice to South Somerset District Council;
 - 12.2.4 Continuously promote 'a facility grant aided by South Somerset District Council' branding within all marketing and promotion material for the Project.

12.2.5 Permit South Somerset District Council the right to promote its association with the Facility and the Organisation and licence South Somerset District Council without charge to use the name and image of the Organisation and the right to disclose information concerning the Facility and the Organisation to third parties while remaining sensitive to situations where confidentiality is a significant issue.

12.2.6 Consult with South Somerset District Council as to the appropriate permanent signage (bearing in mind all relevant financial and legal considerations) to be erected at the Facility in order to acknowledge the support of South Somerset District Council provided that:

12.2.6.1 In the absence of agreement South Somerset District Council shall have the final say as to the nature and location of such signage.

13 Miscellaneous Warranties

13.1 The Organisation warrants, undertakes and agrees that:

13.1.1 All financial and other information concerning the Organisation and the Project comprised in the Project Specifications or otherwise disclosed to South Somerset District Council is to their best of its knowledge and belief, true and fair;

13.1.2 It is not under any contractual or other restriction within its own or any other organisation's rules, regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Award;

13.1.3 It is not aware of anything in its own affairs, which it has not disclosed to South Somerset District Council, which might reasonably have influenced the decision of South Somerset District Council in making the Award on the terms contained in the Agreement;

13.1.4 Since the date of the previously audited or published accounts there has been no material change in the financial position or prospects of the Organisation;

13.1.5 Everything identified in the Project is owned or controlled by the Organisation and the Organisation has access to it to fulfil the Project;

13.1.6 It is the sole beneficial owner of the Organisation's name and logo;

13.1.7 It will comply with all statutory requirements and other laws and regulations relating to the implementation and delivery of the Project, including without limitation, all relevant health, safety and employment related laws and regulations;

13.1.8 It will not act or authorise or permit any person associated with the Project to act in any way, which, in the reasonable opinion of South Somerset District Council, could bring the Project and/or South Somerset District Council into disrepute. If the Organisation believes that any such act has taken place, it will notify South Somerset District Council immediately and provide full details;

13.1.9 It will from time to time, on being required to do so by South Somerset District Council, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to South Somerset District

Council as South Somerset District Council may reasonably consider necessary for giving full effect to the Agreement and securing to it the full benefit of the rights, powers and remedies conferred upon it in the Agreement.

14 Suspension and Termination

- 14.1** Without prejudice to South Somerset District Council other rights and remedies, South Somerset District Council shall have the right at any time during the Clawback Period to terminate this Agreement forthwith or suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as South Somerset District Council may in its absolute discretion determine and (in either case) require the full amount of Award released to the Organisation (or such other sum as South Somerset District Council may require) to be repaid to South Somerset District Council on demand, and/or any future payments be stopped, if:
- 14.1.1** The Organisation ceases to operate for any reason or becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or enters into any arrangement or composition for the benefit of its creditors;
 - 14.1.2** There is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;
 - 14.1.3** If the Organisation fails to provide an acceptable explanation as to why the successful tender/quotation was accepted in accordance with condition 8.3.2
 - 14.1.4** In the reasonable opinion of South Somerset District Council the Organisation fails to **comply** with its obligations under this Agreement as to delivery of the Project objectives;
 - 14.1.5** Where the Organisation fails to complete the Project at all or fails to complete the Facility by the Long Stop Date (unless such failure was due to factors beyond the Organisation's control);
 - 14.1.6** Within the Clawback Period, the Organisation fails to comply with or breaches any term or condition of the Award;
 - 14.1.7** In the reasonable opinion of South Somerset District Council, any assurance given or information contained within the Project Specifications or other documents submitted by the Organisation to South Somerset District Council were completed fraudulently, incorrectly or misleadingly in any material particular;
 - 14.1.8** The Organisation or any of its employees or persons acting under the control or authority of the Organisation has acted fraudulently or negligently so as to have a material effect the completion development or management of the Facility or the Project generally;
 - 14.1.9** The circumstances set out in Conditions 4.5 and 6.3 apply.
- 14.2** If South Somerset District Council chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of provisions 14.1.7-14.1.8 above, or indicates its intention to remain in default of any such provision, South

Somerset District Council may terminate this Agreement immediately upon notice in writing to the Organisation.

- 14.3** The Organisation shall repay to South Somerset District Council any part of the Award incorrectly paid to it as a result of an administrative error including (without limitation) where an incorrect amount of the Award has been released or where the Award has been released in error before all applicable terms and conditions have been complied with by the Organisation.

15 Deficits/Surplus

- 15.1** If at any time the total expenditure for the Facility is found to exceed the total Project cost as set out in the Award Offer Letter and Award Agreement there will be no corresponding increase in the Award.

- 15.2** South Somerset District Council may review and reduce the amount of the Award if the final total allowable expenditure is less than the total Project cost or if the aggregate funding obtained for the Facility, particularly from sources of public grants exceeds its cost. The Award may be reduced or a refund of part of the Award shall be repayable as determined by South Somerset District Council in its absolute discretion (taking into account any reduction of the Award pursuant to Condition 6.3 but such reduction or refund shall not exceed the amount of the underspend.

16 Exclusion of Liability, Indemnity and Security

- 16.1** South Somerset District Council, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development planning construction operation management and/or administration of the Project. In particular but without limitation, it will not be liable to the Organisation for any loss or damage arising directly or indirectly as a result of the compliance by the Organisation with the terms and conditions of this Award or with the Project Specifications.

- 16.2** The Organisation will indemnify and hold harmless South Somerset District Council, its employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of or in connection with the Project and any activities carried out thereon except where such injury, death, loss or damage has resulted from the negligent act or omission of South Somerset District Council. In this latter connection, the Organisation agrees to provide prompt notice to South Somerset District Council of any such claim, and South Somerset District Council shall have the sole right to control the defence of any such claim.

- 16.3** In the event that the construction or development of the Facility exceeds £30,531 in value (whether the same relates to land which is registered as at the date hereof or subsequently becomes registered) South Somerset District Council shall require the Organisation to:

- 16.3.1** Permit South Somerset District Council to enter a [restriction] or caution in respect of the property at HM Land Registry in respect of the registered title; or

- 16.3.2** Grant or cause to be granted to South Somerset District Council a legal charge over the property in such form as South Somerset District Council may reasonably require; and

16.3.3 In either case the Organisation shall (without charge) execute such further documents and provide such assistance as South Somerset District Council may reasonably require in order to effect either of the foregoing.

17 South Somerset District Council Funding

17.1 The Organisation acknowledges and agrees that the Award is to be paid out of public money and that South Somerset District Council is accountable for its distribution. Accordingly the Organisation acknowledges and agrees that South Somerset District Council, in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions, may require as a condition of Award, inter alia, that:

17.1.1 The organisation creates a charge over its assets; and/or

17.1.2 The organisation inserts a note into its accounts, in each case in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions;

17.1.3 The Organisation makes those entries necessary within its accounts to recognise a contingent liability in respect of the Award,

17.2 The Organisation acknowledges and agrees that payment of the Award can only be guaranteed whilst South Somerset District Council;

17.2.1 Remains entitled to receive and distribute funds thus generated on the same or substantially the same terms as exist at the date of this Agreement; and

17.2.2 Has access to sufficient funds to meet grant payments at the time of the Organisation requesting payment of the Award

Provided that South Somerset District Council will notify the Organisation as soon as it becomes aware of the possibility of any of the above situations arising.

17.3 South Somerset District Council reserves the right to amend the terms of the Award upon notice to the Organisation if such entitlement and/or the terms on which it is made available to South Somerset District Council materially alters.

18 General

18.1 The Parties agree that this Agreement (including the Schedules) is the entire agreement between the Parties and supersedes all proposals or prior agreements and undertakings, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

18.2 The Organisation shall not assign mortgage or charge or in any other way dispose of this Agreement or any of its rights (including the right to any sums payable) hereunder, nor shall the Organisation sub-contract any of its obligations under this Agreement (unless specifically provided for hereunder) without the prior written consent of South Somerset District Council. South Somerset District Council shall be entitled, on prior written notice, to assign the benefit and burden of this Agreement to any successor body of South Somerset District Council.

- 18.3** The Organisation is an independent body and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, relationship of agency or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute or place the Parties in the relationship of partners, joint ventures, agent and principal or employer and employee.
- 18.4** This Agreement may only be modified by written agreement duly signed by both Parties.
- 18.5** If at any time one or more provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 18.6** Any failure, relaxation, forbearance, delay or indulgence by South Somerset District Council in enforcing any of the terms or conditions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision, and nor shall the granting of any time by South Somerset District Council prejudice or affect or restrict any of South Somerset District Council's rights arising under this Agreement or be deemed a waiver by South Somerset District Council of any breach or subsequent or continuing breach.
- 18.7** Any notices to be served under this Agreement shall be in writing and served at the addresses set out in this Agreement.
- 18.8** The Parties acknowledge and agree that South Somerset District Council is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by it (or the Organisation on South Somerset District Council's behalf) which may extend to the contents of this Agreement and other documents and information relating to it. The Organisation shall without charge provide all such assistance as South Somerset District Council may reasonably require in order that South Somerset District Council may comply with lawful and proper requests for access to such documents and information.
- 18.9** The Parties undertake to use their best endeavours, wherever practicable, to resolve any dispute arising out of or in connection with this Agreement. If the dispute cannot be resolved amicably within a reasonable time at working level the Parties shall comply with the following procedure:
- 18.9.1** The dispute shall firstly be referred to the respective Chief Executives (or equivalent) of the Parties for discussion and resolution;
- 18.9.2** In the event that the Chief Executives fail to resolve the matter within 14 days of referral to them the Parties shall seek to resolve the matter in good faith by Alternative Dispute Resolution ("ADR") at the Centre for Dispute Resolution ("CEDR");
- 18.9.3** If the Parties fail to agree terms of settlement within six (6) months of the commencement of the ADR procedure then the dispute may be dealt with by litigation in the courts of England. The commencement of the ADR procedure shall be the request to CEDR by the Parties for an ADR procedure.
- 18.9.4** Unless the right of enforcement is expressly provided, it is not intended that any third party should have the right to enforce a provision of this Agreement pursuant to the

Contracts (Rights of Third Parties) Act 1999. The Parties may by agreement rescind or vary this Agreement without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

The construction, performance and validity of this Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Parties submit to the non-exclusive jurisdiction of the English courts.



SOUTH SOMERSET DISTRICT COUNCIL

ACCEPTANCE OF AWARD

To be completed, signed and returned

Name of Applicant Ilminster Town Council

Description of Project Play Area and Youth Facilities at Ilminster Recreation Ground.

Estimated Cost £343,000

Funding Offer £44,250 Capital and £28,933 Revenue

Project Start Date: 2019 Project End Date: 31st December 2020

By signing this acceptance form you are confirming that:

Your Organisation agrees to and accepts all of the terms and conditions specified in the Award Offer Letter of 21st October 2019 and Award Agreement and the Standard Terms and Conditions of Award.

Your Organisation has taken all necessary steps to authorise this document in accordance with its constitution and the signatories below have been properly authorised to sign this document on behalf of the Organisation.

Signature of authorised officer _____ Date _____

Name (BLOCK CAPITALS) _____

Position _____

For and behalf of _____

Countersignature of authorised officer _____ Date _____

Name (BLOCK CAPITALS) _____

Position _____

Signature _____ Date _____

For and behalf of _____

Tender/Quotation Report

Prior to commencement of the works a written explanation as to why the successful tender/quotation was accepted

Name of applicant organisation:

Project title:

DETAILS OF TENDERS/QUOTATIONS RECEIVED AND EXPLANATION AS TO WHY EACH ONE WAS ACCEPTED/REJECTED (at least three competitive tenders/quotes for the provision of the facility must be obtained)

The awardee must also submit a copy of the tender/quotation report prepared by the supervising officer and a copy of the original Form of Tender/Quotation from the appointed contractor for the construction works

	Organisation	Total Cost	Accepted/Rejected	Evaluation of tender/quote and reasons for acceptance/rejection
Tender/Quote 1				
Tender/Quote 2				
Tender/Quote 3				
Tender/Quote 4				
Tender/Quote 5				

DECLARATION

We confirm that the procurement for this project has been carried out with due diligence and in line with the requirements of South Somerset District Council's standard terms and conditions.

Official of Applicant organisation:

Signature:

Print name:

Job title:

Date:

Counter Signatory:

Signature:

Print name:

Job title:

Date:



BANK DETAILS FORM (BACS)

ALL NEW SUPPLIERS MUST INCLUDE BANK DETAILS AS THEY WILL BE PAID BY BACS
A Supplier will not be set up unless all mandatory fields are completed

Order Address		Payment Address if Different/Factor	
**Supplier Name Including Title and Initial if an Individual:		Factor Name: (If Applicable)	
** Payee Name (if different to Supplier name)		Address:	
**Address:			
**Postcode:		Postcode:	
**Tele:		Tele:	
**Fax:		Fax:	
**Email:		Email:	
**Description of Goods/Service being provided		**Nature of Business of the Company/Individual	
**Sub Contractor Yes/No (if yes please forward CIS details with this form to enable Exchequer Services to Verify with HMRC)		** Is this Supplier an Individual? Yes/No **If Yes has a Self-Employment questionnaire been completed and forwarded to PAYROLL? Yes/No	
**BANK A/C:		**SORT CODE:	
**VAT Code:		VAT Reg No:	
Supplier Terms:		10 days will be set up unless advised otherwise	
The above details are, to the best of my knowledge, true and correct at the time of completing this supplier creation form.			
**Name:		**Telephone: Ext -	
**Location:		**Date:	
If this payment is an individual for items other than a refund or grant the form will be passed to payroll for confirmation of employment status which may take a couple of days before we can set up the supplier on Cedar			
Is this an Individual:		Checked with Payroll:	
Set up on Cedar:		If no Why:	

* Shaded boxes to be completed by South Somerset District Council

Capital Project Contacts



Organisation:

Project Title:

Please enter the details below of those people in your organisation who will be authorised to liaise with South Somerset District Council. **Please indicate using the tick boxes:**

- Who is responsible for Monitoring and Evaluation (M & E) reporting
- Who has the authority to change bank details
- Who has the authority to submit payment requests
- Who can change project contacts and email addresses

Signature of authorised officer	
Print full name	
Job Title	
Email address	

M&E

Bank Details

Payment Requests

Project Contact

Signature of authorised officer	
Print full name	
Job Title	
Email address	

M&E

Bank Details

Payment Requests

Project Contact

Signature of authorised officer	
Print full name	
Job Title	
Email address	

M&E

Bank Details

Payment Requests

Project Contact

Signature of authorised officer	
Print full name	
Job Title	
Email address	

M&E

Bank Details

Payment Requests

Project Contact



Interim Capital Project Claim Form

Organisation:

Project:

This form should be used when you wish to claim an **instalment** of grant. It should **not** be used to claim the final Retention monies of available on completion the project, for which the 'Final Claim Form' should be submitted. When making a claim, please ensure that the appropriate supporting documentation is enclosed (architect's certificate, sales invoice, itemised receipt for purchases, or other evidence of expenditure).

Project element	Agreed Project Costs	Expenditure to date	Allowable expenditure for this claim based on 96% of agreed costs	Invoice or Arch Cert number(s) to date	Details of work carried out so far or items purchased (please continue on a separate sheet if necessary)
1	£				
2	£				
3	£				
4	£				
5	£				
6	£				
7	£				
8	£				
9	£				
10	£				
11	£				
12	£				
Totals : £	£	A	B	Please complete the reconciliation and declaration on the next page	

Claim Reconciliation

Value £
(no pence)

- A Total expenditure to date (exclude contractual retention)
- B Total expenditure for this claim Invoices for this amount must be included with the claim
- C Amount of grant now claimed **(B x 90% or the balance remaining prior to the retention amount being paid, whichever is the lesser)**
- D Total amount of grant previously claimed
- E Cumulative value of grant claimed to date **(C plus D)**
- F Grant award
- G Overall balance of grant remaining to claim **(F minus E)**
- H 10%* Retention of grant pending completion of project **(F x 10/%)**
- I Grant remaining to claim before project certified complete **(G minus H)**

Declaration: Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of the applicant organisation **and countersigned** as follows:

- a) claims between £1,000 and £24,999 - by a Senior Official of the Organisation
- b) claims of £25,000 or more - by the architect, surveyor, engineer or other professional adviser or specialist employed on the project.

Please note that both the signatures must be originals, and photocopies or forms sent via fax or email are not valid.

We hereby certify that the above figures represent expenditure necessarily incurred on the project and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted to and agreed with South Somerset District Council.

Official of applicant Organisation

Countersignature

Signature:
Name:
Official position:
Date:

Signature:
Name:
Official position:
(Qualifications if appropriate)

Please tick here if you wish to make any further interim claim (s)

Final Capital Project Claim Form

Organisation:

Project:

Project element	Agreed project cost	Final project cost	Expenditure for this claim	Invoice number (s)
1.	£			
2.	£			
3.	£			
4.	£			
5.	£			
6.	£			
7.	£			
8.	£			
9.				
10.				
11.				
12.				
Totals: Carry totals A&B over to next page	£	A £	B £	

Claim reconciliation

Value £
(no pence) **Grant £**
(no pence)

- A Final Project Cost (carried over from last page)
- B Total expenditure for this claim (carried over)

Invoices for this amount must be included with the claim

- C Amount of grant now claimed
- D Total amount of grant previously claimed
- E Cumulative value of grant claimed to date (C + D)
- F Grant award

Declaration

Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of the applicant organisation **and countersigned** as follows:-

- a) claims between £1,000 and £24,999 - by a Senior Official of the Organisation
- b) claims of £25,000 or more - by the architect, surveyor, engineer or other professional adviser or specialist employed on the project.

Please note that both the signatures must be originals and that photocopies or forms sent via fax or e-mail are not valid

We hereby certify that the above figures represent the Total Project Cost and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted to and agreed with South Somerset District Council. Where appropriate, the Practical Completion Certificate has been issued and a copy is attached.

Official of applicant organisation

Countersignature

Signature:

Signature:

Name:

Name:

Official position:

Official position:

Date:

Date:

Monitoring and Evaluation Reporting Template



To be completed and submitted every 6 months.

Organisation Name Tel

Lead Contact

Email

Reporting Period From To

PROJECT DELIVERY

1) How is your project progressing against its Aims and Objectives?

ACHIEVEMENTS

2) What have been the main achievements of your project during the reporting period? What are the main reasons behind these successes?

3) What have been the main problems in the delivery of your project (if any)? What are the main reasons behind these problems and how have you tried to overcome them? Has this worked?

GOOD & BAD PRACTICE/LESSONS LEARNT

4) What lessons have you learnt in the development and delivery of your project? What might you do differently if you were starting your project again?

FUTURE PLANS

5) What plans do you have for the ongoing development of your project over the next 3 months?

OTHER COMMENTS

6) If you've any further comments about any aspect of your project or the programme in general, please write them in the box below. ***If you want to provide more information then please do so by enclosing it with this project report form***

ISSUES

7) If you would like to discuss any particular aspect of your project's progress, please outline the issue(s) below

APPLICANT DECLARATION

I confirm on behalf of the applicant organisation that all reporting information provided is an accurate reflection of progress and development of the project.

Name

Position

Signature

Date