

LOCAL AREA AGREEMENT (LAA)
FUNDING AND SERVICES AGREEMENT

PARTIES

- (A) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY of TOWN HALL, MARE STREET, LONDON E8 1EA
("The Council) ON BEHALF OF TEAM HACKNEY; and
- (B)
("The Organisation")

ACTIVITY (Description/Details)

Intervention Reference:

Intervention Title:

The purpose of this Agreement is for the Organisations to use the Area Based Grant funding being made available to it under the Agreement for the purposes of the above Activity/Activities.

AMOUNT OF GRANT FUNDING

The amount of Area Based Grant Funding that will be made available to the Organisation during the period of this Agreement is

(.....) subject to the terms and conditions contained herein.

PERIOD OF AGREEMENT

Commencement Date:

Completion Date:

As may be adjusted by Clause 3 or terminated by Clause 17

PERFORMANCE AND MONITORING

The Organisation will meet the outcomes and outputs detailed in Schedule 1 to the Agreement.)

Monitoring of the performance of the Organisation will be carried out in accordance with the Agreement by the Team Hackney Partnership Support Team.

THE COUNCIL AND ORGANISATION'S REPRESENTATIVES

- (i) The Council's representative called "the Authorised Officer" throughout the Agreement who will administer the Agreement is the Chief Executive of the London Borough of Hackney, whose address is Hackney Town Hall, Mare Street, London E81 1EA, who may designate deputies to manage the Agreement.

Jane Woolley

Team Hackney Strategic Commissioning Manager

Partnership Directorate

2 Hillman Street, London E8 1FB

Telephone: 020 8356 3385

Fax: 020 8356-3752

E-mail: jane.woolley@hackney.gov.uk

- (ii) The Organisation's representative called "the Nominated Officer" throughout the Agreement is [name/title and address]

Telephone:

Fax:

E-mail:

ADDITIONAL CONDITIONS SPECIFIC TO THE ACTIVITY

The following conditions will apply to and where stated will be read in conjunction with or override, replace or take precedence over the main conditions contained in this Agreement.

Delete this section if there are no additional conditions of grant

THE AGREEMENT

The following documents will constitute the Agreement between the Council and the Organisation:-

- The Agreement
- The terms and conditions annexed to the Agreement
- The invitation to tender and the Organisation's tender response
- The budget schedule annexed to the Agreement (Schedule 1)
- The delivery schedule annexed to the Agreement (Schedule 1)
- The Team Hackney Guiding Principles
- The Team Hackney Branding Protocol

IN WITNESS this Agreement has been entered into by the parties on the date above written

Signature: Signature:

Print Name: ...IAN LEWIS..... Print Name:

Date:..... Date:.....

Designation: DIRECTOR Designation:

Duly Authorised Officer of The Council Duly Authorised Officer of the Organisation

TEAM HACKNEY
LOCAL AREA AGREEMENT (LAA) SERVICES AGREEMENT

DEFINITIONS-

“Accountable Body” means the London Borough of Hackney, as the recipient authority responsible for the Area Based Grant Funding.

“Authorised Officer” means the Council’s officer named in this Agreement to administer the Agreement which shall include a designated deputy.

“Activity/Activities” means the principal purpose (being singular or multiple) of the LAA funding which is being made available to the Organisation under this Agreement.

“Grant” means LAA funding for the project which includes the reasonable costs of the Organisation for the provision of the Activities as set out in Schedule 1.

“Grant Funding” means Area Based Grant, the money given to the organisation by the Council for the provision of all the Activities required for the delivery of the LAA programme as detailed in Schedule 1.

“Outputs” means the minimum levels of performance for the delivery of the Programme.

“Local Area Agreement” “LAA” means the overall signed Agreement between Team Hackney and the Government and the targets contained therein.

“Programme” means the overall LAA programme part of which is the Activity/Activities the Organisation is required to carry out under this Agreement.

“Services” means all the tasks, functions and actions associated with the delivery of the activity/activities under this Agreement and includes, the provision of services, purchase of goods and the execution of works.

“Nominated Officer” means the person nominated by the Organisation to be responsible and accountable for making sure that the programme is delivered in accordance with this Agreement.

“Team Hackney” means the Hackney Local Strategic Partnership.

TERMS AND CONDITIONS

1. Purpose of Agreement

- 1.1 This Agreement is in respect of the LAA Programme and more particularly the Activity/Activities the organisation is required to carry out.
- 1.2 The Council, as the Accountable Body, is in receipt of certain Area Based Grant Funding which the Council under this Agreement requires the Organisation to provide and procure the Activity/Activities to the levels set out in Schedule 1 annexed hereto, at the times and in the amounts set out therein and upon the terms and conditions set out in this Agreement by either providing the Activity/Activities directly, or to procure the same.
- 1.3 The Organisation agrees to provide all the Activities required to deliver the Programme using the said Area Based Grant Funding on the terms and conditions set out in this Agreement;
- 1.4 In recognition of the satisfactory performance of the Activity/Activities by the Organisation under this Agreement, the Organisation shall be entitled to claim reimbursement for the Activity/Activities performed under the Agreement and to deduct from the Area Based Grant, monies to cover its reasonable costs associated with the provision of services under this Agreement as set out in Schedule 1. Only those costs stated in Schedule 1 will be eligible for reimbursement.
- 1.5 The availability of Area Based Grant Funding and monitoring of the performance of the Activity/Activities under the Agreement will be subject to the scrutiny and agreement of Team Hackney whose role is to advise, report and make recommendations to the Council as the accountable body over all matters affecting the LAA programme and this Agreement and whilst they are

not a party to the Agreement they are key advisors to the Council to assist it in the administration of the activities under the Agreement.

2. REPRESENTATIVES FOR EACH PARTY

2.1 The representatives of each party to this Agreement are identified in the Section of the Agreement headed "Council and Organisation Representatives".

2.2 The Council's Authorised Officer may nominate other representatives to, generally or in specific areas, administer the Agreement. The details of nominated individuals role and functions under this Agreement will be notified to the Organisation in writing.

2.3 Any notice, information, or other communication given or made to the Nominated Officer shall be treated as having been given or made to the Organisation. Any notice etc will be in writing but such notice from the Authorised Officer or representative may be oral at first instance and confirmed in writing the next working day. The Organisation shall ensure that at all times during the period of the Agreement a Nominated Officer is appointed and empowered to act on behalf of the Organisation.

2.4 Each party will notify the other in writing of any change in the representatives as soon as possible and provide the name and details of the replacement.

3. DURATION, EXTENSION OF THE TERM AND CONCLUSION OF AGREEMENT

3.1 This Agreement will commence on the date stated in the "Period of Agreement" section and shall operate for the period stated unless terminated in accordance with the terms specified in this Agreement.

3.2 The Council may offer and agree with the Organisation an extension of the Agreement. Any extension agreed between the parties shall be in writing and recorded against this Agreement.

- 3.3 A review of the Activity/Activities provision under this Agreement shall take place as directed by the Authorised Officer. The Authorised Officer will set out, before the commencement of the Agreement, how the review of the Activities will be conducted.
- 3.4 In the three (3) months before the end of the Agreement (including any extension) the Parties Authorised Officer and Nominated Representative will meet and agree a timetable for winding down of the Organisation's involvement in the Activity/Activities being carried out under the Agreement.
- 3.5 When the term of the Agreement, including any extension granted is completed, the Organisation shall fully co-operate with the Council to achieve a smooth closure of the term and/or transfer of the Activity/Activities to the next Organisation. The Organisation will continue to comply with the Agreement, especially the Audit arrangements in Clauses 5.10 and Clause 8, with regard to reconciliation of the LAA Grant funding paid and monitoring and evaluation of the Activity/Activities.

4. PROVISION OF ACTIVITY/ACTIVITIES

- 4.1 The Organisation will carry out the activity/activities identified in Schedule 1 annexed to this Agreement either directly or through a competitive tendering exercise approved by the Authorised Officer.
- 4.2 The Organisation shall agree with the Authorised Officer which elements of the Activity/Activities provided directly by the Organisation and those that will be placed with third parties. Where the Activity/Activities will be performed by a third party the Organisation shall ensure that the terms of this Agreement are reflected in an Agreement with a third party provider.
- 4.3 Team Hackney and the London Borough of Hackney retain the intellectual property rights (IPR) to any data that is generated as part of this contract (including databases) and the right to use, share and manipulate the data.

5. FUNDING DETAILS, PAYMENT ARRANGEMENTS AND AUDIT REQUIREMENTS

5.1 The provision of the Activity/Activities by the Organisation is funded out of LAA funding and the making of the Grant Funding for the Activity/Activities identified in Schedule 1 is/are subject to:-

5.1.1 The availability of Local Area Agreement (LAA) resources throughout the term of this Agreement;

5.1.2 The Organisation providing the Activity/Activities and making satisfactory progress in delivering the planned outputs, milestones, targets and outcomes as detailed in Schedule 1; and

5.1.3 The Organisation continuing to comply with this Agreement

and in the event the funding is affected by Clauses 5.1.1 – 5.1.3 the Council shall be entitled to suspend the provisions of the Agreement or terminate it under Clause 17.

5.2 Subject to clause 5.1 above, the Council will pay the Organisation in accordance with the funding section in Schedule 1.

5.3 The Organisation will:-

5.3.1 Save for the reimbursement of its costs permitted in Schedule 1, use all the Grant funding provided under this agreement, solely for the purposes of providing the Activity/Activities set out in Schedule 1.

5.3.2 Tell the Council in writing about any proposed change in the Activity/Activities, and obtain the Council's written agreement before it implements any material changes to the Activity/Activities.

5.3.3 Tell the Council in writing at the earliest opportunity of any reason why it cannot provide in whole or part, the Activity/Activities.

5.3.4 Repay to the Council, on demand, any amount of money paid under this Agreement which:-

- (a) remains unspent by the Organisation at the end of the term of the Agreement;
- (b) in the Council's opinion, has not been spent in accordance with this Agreement
- (c) becomes repayable under the provisions of clause 6.

5.3.5 Establish and maintain an inventory of assets to include; all land and buildings built or improved wholly or partly using LAA grant; items of equipment and other moveable and immovable assets costing £2,500 or more.

Payment arrangements

5.4 Payment to the Organisation can only be made under this Agreement if the Government pays Area Based Grant Funding to the Council. The Council will not be liable for any shortfall of funding because of reduced Government Grant, or a reduction from any other funding source. Where payment is not received by the Council or there are insufficient monies to provide the Activity/Activities, the Agreement will terminate forthwith at no cost to the Council.

5.5 A payment to the Organisation under this Agreement is further dependent upon the Organisation continuing to comply with this Agreement and on satisfactory progress being made in achieving the outputs set out set out in the approved Schedule 1.

5.6 If the Organisation does not comply with the Agreement, or makes unsatisfactory progress with the Activity/Activities, the Council shall be entitled to suspend, reduce or withhold the Grant Funding specified in Schedule 1 or may on demand require all or part of the Grant that has been paid to the Organisation at the date of notification under this clause, to be repaid.

- 5.7 The Organisation will be entitled to claim the Grant against defrayed expenditure, quarterly in arrears. That is, the Organisation must demonstrate to the Council's satisfaction that it has spent the Grant in the performance of the Activity/Activities which it is claiming from the Council.
- 5.8 Any incomplete or incorrect claims will be returned to the Organisation by the Council and no payment will be considered until all processes and procedures required by the Council are properly and correctly carried out by the Organisation.
- 5.9 The Organisation may apply to the Authorised Officer to carry over any underspend upon such terms as the Authorised Officer may determine, which shall be in writing and recorded against this Agreement.

Audit arrangements

- 5.10 The Organisation will retain all original financial invoices and output records, relating to the period of this Agreement, for a period of no less than five (5) years from the date (including agreed extensions) this Agreement ends. These records and documents must support the claim and be available for inspection at any reasonable time by the Council, or anyone acting on its behalf, or by the District Auditor and/or the National Audit Office and the Council's own internal Auditors.
- 5.11 The Organisation should make arrangements for the management systems which it uses to progress and monitor programmes to be regularly audited.

6. INELIGIBLE EXPENDITURE

- 6.1 Grant funding will not be paid, and may not be used, for:
- 6.1.1 Expenditure on activities of a political or exclusively religious nature;
- 6.1.2 Any expenditure on unlawful or criminal activities;

- 6.1.3 Expenditure supported from other government sources, local authority grants, or European Community structural funds, to the extent that the combined Area Based Grant and other support total more than 100% of the programme costs
 - 6.1.4 Expenditure on works or activities which any other person has a statutory duty to undertake;
 - 6.1.5 Recoverable input VAT incurred;
 - 6.1.6 Any liability arising out of negligence;
 - 6.1.7 Expenditure in support of proceedings brought by or against the Organisation in the Courts or other tribunal or under this Agreement, nor to meet any damages, legal costs or other liabilities incurred by it arising out of any due process without the specific written consent of the Authorised Officer;
 - 6.1.8 Expenditure on gap-funded private sector developments in excess of that necessary to bridge the gap between development costs and values on completion;
 - 6.1.9 Payments relating to claims for unfair dismissal, redundancy or discrimination, not being accounted for in the costs identified in Schedule 1;
 - 6.1.10 Payments for absence through sickness or maternity leave not being accounted for in the costs identified in Schedule 1.
 - 6.1.11 Payments made in advance of need. In exceptional circumstances payments may be approved in advance of expenditure, the Organisation would need to seek the approval of the Authorised Officer.
- 6.2 The list in Clause 6.1 should not be considered as comprehensive. The Organisation will consult (in writing) the Authorised Officer if it has doubt as to

whether particular costs are eligible to be met from the Grant. The decision of the Authorised Officer shall be recorded against the Agreement.

7. BREACH OF CONDITIONS AND RECOVERY OF FUNDS

7.1 Without prejudice to any other term or condition of this agreement, the Council may reduce, suspend or withhold Grant payments, or require all or part of the grant to be repaid if the Organisation fails to comply with the requirements set out in this Agreement, in particular where, in the Council's opinion:-

7.1.1 The performance of the Activity/Activities is judged to be unsatisfactory by the Authorised Officer;

7.1.2 There is a substantial change in the Activity/Activities and/or the Organisation's management arrangements that has not been approved in writing by the Authorised Officer;

7.1.3 The Organisation fails to keep and maintain records needed to support a claim;

7.1.4 The future of the Activity/Activities or the whole of the LAA Programme is in jeopardy;

7.1.5 Information provided, in the specification for Grant or in a claim for payment or in subsequent or supporting correspondence, is found to be incorrect or incomplete to an extent which the Authorised Officer considers to be relevant;

7.1.6 The Organisation, or its contractors or agents, fails to make sure that all necessary planning permissions, building consents, or other statutory or regulatory bodies permissions which may be required for the Programme, are duly obtained;

7.1.7 The Organisation has committed a material breach of this Agreement.

- 7.1.8 The Organisation its partners, directors, employees or agents has been involved in fraudulent activities or misapplication of funds (whether involving the funding under this agreement) or charged or convicted of a criminal offence (minor parking or road traffic or fixed penalty other than that levied by Hackney excluded).
- 7.2 The Council may also suspend the Agreement in whole or in part or may reduce, suspend or withhold grant payment, or require all or part of the Grant to be repaid by the Organisation if:-
- 7.2.1 The Grant has not been used for the purpose for which it was given;
- 7.2.2 Insufficient measures are being taken to investigate and resolve any reported irregularity;
- 7.2.3 There are any other circumstances or events that are likely to affect the Organisation's ability to achieve the agreed outputs and outcomes or result in a risk that the Programme, as approved, will not be completed;
- 7.2.4 The Organisation and the Council are involved in a difference or dispute under Clause 21 or in proceedings brought in the Courts or other tribunal or is named as a party to proceedings of whatever nature.
- 7.3 In the event of any breach of conditions of Grant as described, the Council will write to the Nominated Officer setting out the detail of the breach by the Organisation and its intentions with regard to the provisions of this Agreement.
- 7.4 The Organisation will notify the Council of any income, including rental income, profit or unexpected receipt in excess of those estimated and set out in Schedule 1 of this Agreement. All sums in excess of the estimate in Schedule 1 will on demand be paid to the Council.

8. MONITORING AND EVALUATION

- 8.1 The Organisation will demonstrate to the Council's satisfaction that appropriate Activity/Activities monitoring, financial systems, management systems and procedures have been established. The Organisation will take full responsibility for managing and monitoring the Activity/Activities. The Organisation will make sure that all financial and non-financial information is accurately recorded and reported and that any under-performance is corrected. The Organisation will check and verify all claims for payment and will ensure that payments are only made when satisfactory information has been supplied and satisfactory performance has been achieved.
- 8.2 The Organisation will provide the Council with written quarterly grant claims and monitoring reports, in each financial year of the Activity/Activities.
- 8.3 The quarterly grant claims and monitoring reports will contain this information:-
- 8.3.1 Actual LAA expenditure defrayed during the period against forecast spend as specified in Schedule 1 with any variation being explained;
 - 8.3.2 A description of the goods, services and works the Grant has been used to purchase. This will include copies of invoices for all expenditure defrayed;
 - 8.3.3 Outputs achieved during the period against the forecast outputs, specified in Schedule 1, with an explanation of any variations;
 - 8.3.4 A management report which details how the Activity/Activities is contributing to the achievement of LAA targets;
 - 8.3.5 Where appropriate the implementing organisation shall provide details of the gender and ethnicity of the users of the funded service.
- 8.4 The Council, through its Authorised Officer, will hold regular meetings with the Organisation to review progress as detailed in the monitoring reports.

- 8.5 The Organisation will co-operate with and take part in any evaluation studies of the Programme carried out by the Council, its appointed agents or the Government.

9. **EQUALITIES**

- 9.1 In the performance of the Services the Organisation shall comply and shall ensure that its employees, agents and contractors comply with the best professional practice in relation to equalities in employment and service delivery and in particular (but without limitation) shall comply with all applicable legislation and related regulations, guidance and directives in force from time to time.

- 9.2 The Organisation, its agents and contractors shall at all times during the Contract Period comply with the requirements of the Race Relations Act 1976 and 2000, the Employment Rights (Consolidated) Act 1996, the Sex Discrimination Act 1976, the Disability Discrimination Act 1995 and the Human Rights Act 1998.

- 9.3 The Organisation shall so far as is reasonable within the context of the delivery of the Services comply with Section 71(1) of the Race Relations Act 1976 (as amended) as if it were the Council in order to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

10. **STAFFING**

- 10.1 The Organisation shall deploy and shall ensure that its agents and contractors deploy (whether in a paid or voluntary capacity) sufficient personnel to ensure that the Activity/Activities required are carried out and is delivered in all respects in accordance with the outcomes set out in Schedule 1.

- 10.2 The Organisation shall ensure, as far as reasonably possible, that the Organisation's personnel, or the personnel of its agents and contractors employed to carry out the Activity/Activities shall be properly and sufficiently qualified, competent, skilled, honest and experienced in the work which they

are to perform and shall, at all times, exercise due care in the execution of their duties and tasks.

10.3 The Organisation shall ensure that adequate arrangements are made for the supervision of all staff working on the delivery of the programme and shall follow best practice and relevant professional codes in relation to staff supervision.

10.4 The Organisation shall comply with the requirements of and guidance provided by the Criminal Records Bureau for recruitment and supervision of staff, both paid and unpaid, where applicable, governing both recruitment and the on-going supervision of staff and volunteers who have access to children and vulnerable adults. The Organisation shall also ensure that its contractors and agents comply with the said requirements and guidance. The Authorised Officer will work with the Organisation in respect of this provision.

10.5 Where:-

10.5.1 any matter which indicates past criminal or inappropriate past behaviour on the part of a prospective or current employee(s) of the Organisation, its contractors or agents, its revealed by a pre-recruitment check; or

10.5.2 failure to disclose any such matter by any current or prospective employee, is discovered by the Organisation, its contractors or agents; then the Organisation and the Authorised Officer will consult as to how to proceed.

10.6 Failure to consult the Authorised Officer, or exclude the relevant person from providing the Activity/Activities when requested by the Council, shall entitle the Council to suspend Grant Funding or to terminate this Agreement forthwith. Where the Agreement is terminated the Organisation shall repay all unspent Grant monies to the Council.

11. HEALTH AND SAFETY

11.1 The organisation, its contractors and agents, shall at all times conform to with the requirements of the Health and Safety at Work Act 1974, Food Safety Act 1990, and other relevant legislation and related regulations, guidance and directives in force from time to time. The Council retains the right to inspect any premises used for the delivery of the programme at any time.

12. INSURANCE

12.1 The Organisation shall effectively maintain the following minimum insurance arrangements:-

12.1.1 Employers' liability (up to £10,000,000 in respect of any claim);

12.1.2 Public liability (up to £10,000,000 in respect of any claim);

12.1.3 Buildings and contents insurance (in such sum as is agreed between the Organisation and the Council having regard to the value of buildings and the contents thereof);

12.1.4 Professional indemnity insurance (where applicable, and in such sum as agreed between the Organisation and the Council having regard to best practice).

12.1.5 Fidelity guarantee insurance to include for loss as a result of fraud or collusion, including colluding with a third parties inflating cost which may be met from the Grant funding;

12.1.6 Director/Partner and Officers Insurance to include losses arising from a wrong decision on their part as a corporate/partnership entity in the course of their duties.

12.2 The Organisation shall ensure that its contractors and agents maintain the same minimum insurance arrangements.

12.3 Notwithstanding any other Clause of this Agreement the Organisation shall indemnify and hold harmless the Council against any loss or damage or death or personal injury to any party resulting from the acts omissions or neglect of the Organisation it's employees, agents or contractors in the performance of the activity/activities under this Agreement save that the Organisation shall not be liable where death or injury is caused by the negligence of the Council it's employees, agents or contractors.

13. **SUB-CONTRACTING**

13.1 The Organisation shall only sub-contract part of the Activity/Activities as set out in Schedule 1. When the Organisation sub-contracts it must ensure that the terms that are imposed on it through this agreement are passed through to the sub-contractor.

13.2 If during the course of delivering the Activity/Activities specified within this Agreement it is necessary to procure goods or services then all responsibility for adhering to appropriate procurement procedures (including European Public Procurement) will lie with the delivery agency, if this is not the Organisation. The delivery agency may, at the request of the Council as the 'Accountable Body', be required to demonstrate that these procedures have been followed. Non compliance could result in the withdrawal, withholding or repayment of funds and termination of this Agreement.

14. **TEAM HACKNEY GUIDING PRINCIPLES**

14.1 The Organisation shall adhere to the Team Hackney Guiding Principles.

15. **PUBLICITY AND MARKETING**

15.1 The Organisation shall ensure that all publicity complies with the Team Hackney Branding Protocol.

15.2 Any written material promoting this Programme or giving information and advice on the services provided should acknowledge the financial assistance provided by Team Hackney.

- 15.3 Publicity in the form of signs acknowledging Team Hackney's involvement must be provided at premises and other sites, wherever practicable.
- 15.4 In accordance with the Team Hackney Branding Protocol, the Team Hackney Communications Officer will provide advice on the use of the Team Hackney and partner logos. The Organisation shall not use or adapt the Team Hackney logo without the prior written consent of the Team Hackney Communications Officer.
- 15.5 The Organisation shall consult with Team Hackney's Communications Officer when providing the media with information concerning the activities of the Organisation in connection with this Agreement.

16. **CONSULTATION AND COMPLAINTS**

16.1 The Organisation shall:-

16.1.1 Demonstrate its commitment to consultation with local residents, businesses, voluntary and community groups;

16.1.2 Make every effort to work in partnership with other groups who either, provide a similar service to the residents of Hackney or who work with the same target population;

16.1.3 Recognise the need for positive action and encourage the involvement, on a regular basis, of those sections of the community who are likely to be affected by and benefit from the Activity/Activities;

16.1.4 Operate a complaints procedure for users of the services provided through the Activity/Activities and inform all users about the procedure. If the agents or contractors of the Organisation do not have their own complaints procedure, they should use the complaints procedure, for voluntary organisations, produced by the Council.

16.1.5 Any complaints procedure established by the Organisation for this Activity/Activities, must tell service users that they also have a right of

complaint to the Council about the Organisation, by using the Council's own complaints procedure.

17. TERMINATION

17.1 The Council may terminate this Agreement forthwith if:-

17.1.1 The Organisation, or any of its employees, contractors or agents, have offered, given, or promised anyone a gift or any kind of consideration, as an inducement or reward for action taken or not taken in relation to this Agreement or any other contract with the Council;

17.1.2 The Organisation, or anyone employed by it or acting on its behalf, has:

17.1.2.1 been guilty of a corrupt or illegal practice, or bribery or corruption of a member or officer of a public body, contrary to the Public Bodies Corrupt Practices Act 1889, or the Prevention of Corruption Acts 1906 – 1916;

17.1.2.2 given any fee or reward other than their appropriate remuneration, to an officer of the Council, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 and upon written notice for the following reasons and periods:-

17.1.2.3 the Organisation its partners, directors, employees or agents has been involved in fraudulent activities or misapplication of funds (whether involving the funding under this agreement) or charged or convicted of a criminal offence.

17.2 This Agreement may also be terminated as follows:-

17.2.1 Where the Organisation has committed a material breach of the Agreement which is not covered by Clause 7 upon the Council giving to the Organisation fourteen (14) days notice in writing; or

17.2.2 At any time at its sole discretion upon giving to the Organisation one (1) months notice in writing.

EFFECTS OF TERMINATION

17.3 If this Agreement is terminated in accordance with this clause 17 or any other clause in the Agreement, the Council will cease to be under any obligation with regard to the funding of the Activity/Activities and subject to any entitlement under Clauses 5, 6 or 7, will settle any outstanding sums due to the Organisation for providing the Activity/Activities under the Agreement in accordance with Clause 5, less any adjustments or deductions allowed under the said clauses 6, and 7.

17.4 Any sums due to the Organisation shall be paid in accordance with the Agreement and where there are amounts owed to the Council, they shall be paid within twenty eight (28) days of a written demand which shall set out a statement showing the basis of the demand.

18. VARIATIONS

18.1 No amendment to the terms of this Agreement will be effective or implemented unless agreed in writing on behalf of both parties. The Council will not unreasonably withhold or delay authorising such amendments.

19. NOTICES

19.1 Any notice to be served on either party must be sent either by pre-paid recorded delivery or registered mail, or delivered by hand, to the address of the other Party set out at the head of this Agreement, or, where a Party has changed address, the address which that Party has notified the other Party in writing.

20. WAIVER

20.1 Failure by the Council at any time to enforce the provisions of this Agreement or to require performance by the Organisation of any of the provisions of the

Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of the Agreement, or any part thereof, or any right of the Council to enforcing such provision in accordance with these terms.

21. SEVERANCE

21.1 If any provisions of the Agreement shall become or shall be declared by a Court of competent jurisdiction to be invalid or unforeseeable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

22. CONFIDENTIALITY

22.1 The Council and the Organisation, save as may be required by law agree that this agreement together with any data or information supplied to each other shall be treated as confidential.

22.2 The Council and the Organisation will comply with the provisions of the Data Protection Act 1998.

22.3 Notwithstanding the effect of clause 24.2, the Organisation hereby acknowledges that the Council may receive requests for information relating to this Agreement and the services which, save for any right to claim commercial confidentiality, the Council will be under a statutory obligation to disclose pursuant to the Freedom of Information Act 2000 and any subordinate legislation.

22.4 The Organisation shall without prejudice to its obligations under this Agreement or at Law provide information and render all assistance necessary to assist the Council in meeting its legal requirement under the Freedom of Information Act 2000 within the timescales set out therein.

23. ANTI FRAUD

23.1 The Organisation shall use all reasonable endeavours to safeguard the Grant funding made available to it under this agreement against fraud generally and

in particular fraud on the part of the Organisations partners, directors, employees, agents or contractors.

23.2 The Organisation shall notify the Authorised officer immediately of any instance of suspected fraud or financial irregularity in connection with the performance of this Agreement and failure to notify will entitle the Council to terminate the Agreement forthwith.

24. GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be governed by and construed in accordance with English Law.

24.2 The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matters arising therefrom.

25. DISPUTE RESOLUTIONS

25.1 Notwithstanding the provisions of clauses 24.1 and 24.2, if a dispute or difference should arise between the Council and the Organisation, the parties acting in good faith, shall at first instance meet to endeavour to resolve the dispute or difference. Such meeting will take place as soon as is convenient to the parties but in any event within thirty (30) days.

25.2 If the parties are unable to resolve the dispute and difference under clause 25.1, the parties will agree to the appointment of a mediator. If the parties cannot agree on who to appoint as mediator, they shall jointly apply to CEDR Resolve (Centre for Dispute Resolution), who will appoint a mediator. The mediator once appointed shall set the process and procedures and timetable for the mediation.

25.3 The Council shall be at liberty to suspend the operation of this Agreement as provided in Clause 7 or give notice of termination under Clause 17.2.2.

25.4 Nothing contained in this clause 21 shall prevent the Council or the Organisation from seeking emergency relief from the Court, including injunctive relief, at any time.

26. **RECOVERY OF SUMS DUE**

26.1 Wherever under this Agreement any sum of money shall be recoverable from or payable by the Organisation to the Council, the same may be deducted from any sum then due or which at any time thereafter may become due to the Organisation under this Agreement or any other agreement or contract with the Council.

27. **CONFLICTS**

27.1 If the Organisation becomes aware of any ambiguity or discrepancy in this Agreement the Organisation shall immediately inform the Authorised Officer giving full details. Save for any provisions set out in the “Additional Conditions Specific to the Activity” section of the Agreement, these conditions shall take precedence.

27.2 The Organisation will immediately inform the Authorised Officer if there is likely to be or has occurred a Conflict of Interest, which affects the Agreement. The Authorised Officer shall consider any submission and issue directions in writing as necessary. Where such a conflict affects the Agreement fundamentally the Authorised Officer shall be entitled to give notice under Clause 17.2.2 to terminate the Agreement.

28. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

28.1 No term of this Agreement is enforceable, under the Contracts (Rights of Third Parties) Act 1999, by a person who is not a party to this Agreement.

28.2 If any part of the Agreement is performed by a Sub-Contractor, the Organisation will ensure the Council has third party rights to enforce the provisions of the sub-contract, in whole or in part, for that part of the

programme that is performed by the Sub-Contractor. No reciprocal rights will be acquired by the Sub-Contractor against the Council.

29. **AMENDMENT**

29.1 This Agreement will not be amended unless the parties agree in writing and recorded against the Agreement.

Schedule 1

Budget Schedule

Delivery Schedule

Schedule 2

Team Hackney Guiding Principles

Team Hackney Branding Protocol