

Communities Group

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Addressee name
Position/Job Title
Company Name
Street Name
Town
POSTCODE

Date

Dear

Funding Offer Letter

I am pleased to confirm that the County Council has agreed to provide funding to **XXXXX** for the purposes of **XXXXX**. Please note the following core terms of this offer:

- (i) The Funding sum of £**XXXXX** shall be paid by the Council to **XXXXX**("The Recipient") ;
- (ii) The Funding shall be paid in one instalment on or no later than **xxxxx** [date];
- (iii) The Funding shall be applied to the provision of **XXXXX**;
- (iv) The Funding is subject to compliance with the Funding Conditions attached;
- (v) The Council's nominated representative for the purposes of this Funding is Jane Coates.

Please complete the reverse side of this letter. Keep one signed copy of these papers for your records and return the other copy to me indicating your acceptance of the offer of the Funding and the terms on which it is made.

I will contact you separately to agree a quarterly monitoring schedule and to answer any questions you may have.

Yours sincerely

Jane Coates
Projects Coordinator, Localities and Partnerships Team

*Working for
Warwickshire*

To be completed by the Recipient.

Please retain one completed copy for your records and return one completed copy to Jane Coates at the address shown overleaf.

On behalf of _____ (Recipient organisation's name) I accept the offer of the Funding on the terms outlined overleaf.

Signed

Authorised Signatory

Printed name

Dated

Signed

Authorised Signatory

Printed name

Dated

The Funding Conditions

These Conditions apply to the Funding made by Warwickshire County Council to the Recipient which is the subject of the Funding Offer Letter attached.

The Funding Payable

1. The Funding is paid on condition that the Recipient complies with these Conditions. No omission from, addition to or variation of these Conditions will be valid unless agreed in writing by the Council and the Recipient.
2. The purpose of the Funding is to assist the Recipient to carry out its functions as outlined in the Funding Offer Letter and detailed in the Project Application Form. The Council accepts that the Recipient also receives funding from other sources and that the Council's Funding is therefore a contribution to the overall funding needed to enable the Recipient to fulfil its main functions.
3. The Recipient shall immediately notify the Council of any proposal to change to its ownership or legal status or any proposal to make a significant change to the Recipient's aims and objectives to which the Funding is being applied.
4. The Funding is intended specifically for the Recipient and the Recipient shall not assign or transfer the whole or any part of the Funding or the application of these Conditions without the prior written consent of the Council.
5. No person other than the Recipient and the Council has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of these Conditions.
6. These Conditions together with the Funding Offer Letter and Project Bid are intended to be legally binding and shall be subject to English law.

Monitoring and Review

7. There will be ongoing contact between the nominated representatives of the Council and the Recipient in order to keep under review the agreed priorities for the work of the Recipient in relation to the achievement of the mutual objectives of the Recipient and the Council and the Project Application Form.

8. Either party may request that there should be a review or change in the terms of the Funding Offer Letter, the Project Application Form, or these Funding Conditions at any stage.

9. A meeting between senior officers of the Council and the Chair/chief officer of the Recipient will be arranged to discuss any issues of concern that it has not been possible to resolve within normal liaison arrangements.

10. The Project Application Form will be used to evaluate whether the Funding is being applied to deliver the agreed outputs and further the aims and functions of the Recipient as set out in the Funding Offer Letter. For the avoidance of doubt the Project Application Form does not comprise a service specification.

11. The Recipient shall report its performance on a quarterly basis and at other times at the reasonable request of the Council's representative. In special circumstances the Recipient may be requested to participate in a more detailed evaluation of performance if required to do so by the Council, taking account of the resource implications for the Recipient.

12. At the end of the Project the Recipient shall provide a report to evidence that the Funding has been applied to deliver the agreed outputs and further the aims and functions of the Recipient as set out in the Funding Offer Letter.

Compliance

13. The Recipient shall comply with all statutes, orders, regulations or bye-laws applicable to the performance of its functions.

14. The Recipient shall operate a complaints procedure and notify the Council of any issues arising which relate to the Funding.

15. The Recipient warrants that it will provide the services described in the Project Application Form with all reasonable skill and care.

16. The Recipient warrants that its workforce (which shall include directors, owners, employees, subcontractors, volunteers and agents) are competent and appropriately qualified to carry out the services described in the Project Application Form.

17. The Recipient shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other applicable equality legislation relating to the provision of services or employment. The Recipient shall take all reasonable steps to secure the observance of the provisions of employment legislation by its employees, volunteers, agents or sub-contractors.

18. The Recipient shall comply in all respects with the provisions of the Data Protection Act 1998 and shall indemnify the Council against all actions, costs, claims proceedings or demands that may be brought or made against the Council for breach of statutory duty under the Act which arises from the use disclosure or transfer of personal data by the Recipient or its employees, volunteers, agents or sub-contractors.

19. The Recipient shall provide all reasonable assistance to the Council in meeting its obligations under the Freedom of Information Act 2000.

Liability

20. The Recipient shall indemnify and keep indemnified the Council and its employees or agents against any liability, claim, proceedings or expenses in respect of damage to any property or personal injury or death of any person which arises out of the act default or negligence of the Recipient or its employees, volunteers, agents or sub-contractors. However this indemnity shall not apply in any case where any loss of property or death or injury to any person is caused by the negligence of the Council or its employees or agents.

21. The Recipient shall maintain with a reputable insurer sufficient insurance cover to meet all liabilities arising in connection with the Funding.

Termination and Withholding/Repayment of Funding

22. The Council accepts no liability arising from any withholding or repayment of, or delay in payment of, the whole or any part of the Funding.

23. In the event that any of the following circumstances occur:

- (i) The Recipient ceases or suspends its normal functions for any reason;
- (ii) There is a material change in the Recipient's aims and objectives;
- (iii) The Recipient fails to comply with the terms of the Funding Offer Letter, the Project Application Form or these Conditions;
- (iv) The Recipient or any of its employees, volunteers, subcontractors or agents commits any offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under sub-section (3) of Section 117 of the Local Government Act 1972;

the Council, at its reasonable discretion, shall be entitled to withhold any or all of the Funding which is yet to be paid and/or require part or the whole of the Funding to be repaid immediately. The Council will take account of any representations made by the Recipient concerning the repayment or withholding of the Funding and wherever appropriate will co-operate with the Recipient to identify any action that can be taken to avoid the Funding requiring to be withheld or repaid.

24. Upon termination for any reason, the Recipient shall promptly repay any proportion of the Funding which has not been spent by the Recipient on the Project Application Form.