

DATED

GRANT AGREEMENT

Between

ESSEX COUNTY COUNCIL

and

XXXXXXXX

**Grant Agreement for Love Your Bus project with XXXXXXXX
for 2025/26**

CONTENTS

CLAUSE

1.	Definitions	1
2.	Purpose of Grant.....	4
3.	Payment of Grant.....	4
4.	Use of Grant.....	5
5.	Accounts and records	6
6.	Monitoring and reporting	6
7.	Acknowledgment and publicity	7
8.	Intellectual Property Rights.....	8
9.	Confidentiality	9
10.	Freedom of information	9
11.	Data protection	10
12.	Withholding, suspending and repayment of Grant.....	10
13.	Subsidy Control.....	12
14.	Anti-discrimination.....	13
15.	Human rights	13
16.	Limitation of liability	13
17.	Warranties	14
18.	Insurance.....	14
19.	Duration.....	15
21.	Assignment.....	16
22.	Waiver	16
23.	Notices	16
24.	Dispute resolution	16
25.	No partnership or agency	17
26.	Contracts (Rights of Third Parties) Act 1999.....	17
27.	Variation	17
28.	Joint and Severable Liability.....	17
29.	Entire Agreement.....	
30.	Governing law	17

SCHEDULE

SCHEDULE 1	THE PROJECT	19
SCHEDULE 2	PAYMENT SCHEDULE	17

THIS DEED is dated day of

PARTIES

- (1) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex CM1 1QH (**Funder or ECC**).
- (2) **XXXXXXX (Recipient)**

hereinafter referred to jointly as “the Parties” or singly as “a Party”

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Clawback Event: means the Recipient committing any one or more of the acts set out in clause 12.1.

Commencement Date: **01/04/2025**

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation:

- a) the UK GDPR.
- b) the Data Protection Act 2018 (“DPA”).
- c) the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) as amended; and
- d) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority, and which are applicable to a Party.

Estimated Total Project Cost: £XXXX

Expiry Date: means **31/03/2026** unless otherwise agreed by the Parties on or before that date.

FOI Legislation: means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and any subordinate legislation made under that Act from time to time.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum **£XXXX** to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and expiring on the Expiry Date.

Intellectual Property Rights: all patents, copyrights, and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving, or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder.
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder.
- (c) committing any offence:
 - (i) under the Bribery Act.
 - (ii) under legislation creating offences in respect of fraudulent acts; or

- (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Funding Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement. The identity of the Funding Manager shall be communicated to the Recipient within 14 days of the execution of this Agreement.

Project: the project described in Schedule 1.

Subsidy: takes the meaning given in the Subsidy Control Rules, generally any support measure that:

- i) constitutes a financial (or in kind) contribution provided by a public authority; and
- ii) confers a benefit on the recipient in the sense of an economic advantage that is not available on market terms; and
- iii) affects international trade.

Subsidy Control Rules: means the law in force from time to time in the UK including the law embodied in the European Union (Future Relationship) Act 2020, the Trade Agreements and any other UK or international law relating to subsidy control in the UK and all other legislation and regulatory requirements in force from time to time which apply to measures granted by a public body to an economic actor, as may be updated from time to time.

Trade Agreement(s): means the UK-EU Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services, and such other free trade agreements entered into by the UK with any other country.

UK GDPR: means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined within section 3(10) (as supplemented by section 205(4)) of the DPA 2018, as amended or re-enacted from time to time and any United Kingdom Act recognised in UK law substantially replacing the same.

Working Day(s): means a day that is not a Saturday or Sunday, Christmas Day, Good Friday, or a bank holiday in England and Wales.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the Project and in accordance with the terms and conditions set out in this Agreement. The Recipient shall not use the Grant for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project within the Grant Period, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement. If the Recipient does apply for duplicate funding, this shall constitute a Clawback Event.
- 2.4 The Recipient acknowledges that the Funder is not commissioning the provision of services in the payment of this Grant

3. PAYMENT OF GRANT

- 3.1 Subject to Clause 12, ECC shall pay the Grant to the Recipient upon approval of the grant by ECC and the sealing of this grant agreement by both parties. Payment of the Grant is subject to the necessary funds being available when payment falls due, and the Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall not transfer any part of the Grant to bank accounts which are not accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This

includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error.

- 3.7 In the event that at any time, and from whatever source, the Recipient obtains a refund, repayment, or other return of monies to it of any Grant spent (whether at the time the Grant was spent by the Recipient it was spent in accordance with this Agreement or otherwise), the Recipient shall forthwith pay an equivalent amount equivalent to the Funder.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in the application form. For the avoidance of doubt, the amount of the Grant that the Recipient may spend is the amount set out in this grant agreement.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project within the Grant Period (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget together with a clear description of what that funding shall be used for. Loss or reduction of third-party funding within the Grant Period will not result in any increase in the Grant.
- 4.3 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body.
 - (b) purchase buildings or land.
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date
- unless the Funder approved this in writing.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written approval of the Funder.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, may be applied to the Project.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project shall

be managed and paid for by the Recipient using resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

- 4.7 The Recipient shall ensure that it has obtained and complied with all permissions / consents required to commence and execute the Project.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

- 5.4 The Recipient shall provide (upon request) the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

- 5.6 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports, and annual returns applicable to itself and the Funder and shall not be entitled to any payment from the Funder for such compliance and facilitation.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

- 6.2 The Recipient shall provide the Funder (upon request) with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. During the Grant Period the Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register.
- 6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to the Recipient's employees, agents, premises, facilities, and records, for the purpose of discussing, monitoring, and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8 The Recipient shall provide the Funder with a final report within one calendar month of completion of the Grant Period which shall confirm whether the Project has been successfully and properly supported during the Grant Period.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the Grant in its annual report and accounts, including acknowledging the Funder as the source of the Grant.

- 7.2 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time. The Recipient shall ensure that all supporting material and publicity for the project shall include the TravelEssex brand (guidance will be provided) and the include the Funded by UK Government logo ([Branding guidelines - GCS](#)).
- 7.3 Except as permitted under this Agreement, the Recipient shall not use the Funder's name, logo, or any other branding without the Funder's prior written consent. In the event such consent is granted, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient shall participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project without prior notice.
- 7.6 Either Party shall comply with all reasonable requests from the other Party to facilitate visits, provide reports, statistics, photographs, and case studies that will assist in promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How, or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party.
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Funder is subject to the FOI Legislation.
- 10.2 The Recipient shall:
- 10.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOI Legislation.
 - 10.2.2 transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt.
 - 10.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 Working Days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

10.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.

10.3 The Recipient acknowledges that the Funder may be required under the FOI Legislation to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOI Legislation.

11. DATA PROTECTION

11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation. The Recipient will duly observe all its obligations under the Data Protection Legislation which arise in connection with this Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded.
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay.
- (c) the Funder acting reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project.
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner.
- (e) the Recipient obtains duplicate funding from a third party for the Project within the Grant Period.
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute.

- (g) the Recipient provides the Funder with any materially misleading or inaccurate information.
- (h) the Recipient commits or committed a Prohibited Act.
- (i) any member of the Governing Body, an employee or a volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute.
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The decision as to whether a Clawback Event has occurred shall be at the Funder's sole discretion and the Recipient shall repay any monies so demanded within 30 days or such other period as the Funder may specify.

12.3 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

12.4 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation to do so, the Funder will have an opportunity to provide assistance in

resolving the problem or to take action to protect the Funder and the Grant monies.

- 12.6 Any costs or expenditure above the Grant will be the responsibility of the Recipient. In the event that the cost of delivering the Project is less than Estimated Project Cost, the Funder reserves the right to reduce the Grant pro rata.
- 12.7 The provisions of this clause 12 shall survive the termination of this Agreement and the expiry of the Grant Period.

13. SUBSIDY CONTROL

13.1 The Recipient warrants that it will not use the Grant in any manner that would constitute a prohibited subsidy as defined in the Subsidy Control Rules.

13.2 With prejudice to the general nature of the warranty in 13.1, the Recipient warrants that:

- (a) the Recipient's use of the Grant will at all times be in accordance with the Subsidy Control Rules.
- (b) the Recipient shall retain all documentation in relation to the Grant for a minimum of six (6) years after end of the Grant Period.
- (c) in the event that the Grant, or any part or use thereof, is determined under a Trade Agreement to amount to or contain a prohibited subsidy as defined in the relevant Trade Agreement, that is prohibited under a Trade Agreement and the trade partner has raised concerns about a subsidy through the actionable Trade Agreement and challenged this measure, and remedial measures are applied to the United Kingdom, the United Kingdom shall take all necessary measures to recover such prohibited subsidy (in full or in part) from the Recipient (a "recovery decision"), the Recipient shall, to the extent the recovery decision requires, immediately pay such incompatible Subsidy to the Council plus interest in accordance with the recovery decision and without set-off or deduction.

13.3 The Recipient acknowledges and agrees that it is responsible for ensuring that its use of the Grant is in accordance with the Subsidy Control Rules. The Recipient hereby indemnifies the Council (its employees, agents, and representatives) on demand from and against all Losses, whether direct or indirect, in respect of a breach of the

Subsidy Control Rules and/or which arise out of or in consequence of a breach of any part of this agreement.

- 13.4 The Recipient acknowledges that the Council may be obliged to assist government departments and bodies with the provision of information to the relevant body under a Trade Agreement in respect of this Agreement and the Grant. The Recipient shall fully cooperate with the Council in the provision of such information.

14. ANTI-DISCRIMINATION

- 14.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 14.2 The Recipient shall take reasonable steps to secure the observance of clause 14 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

15. HUMAN RIGHTS

- 15.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 15.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

16. LIMITATION OF LIABILITY

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

16.2 Subject to clause 16, the Funder's liability under this Agreement is limited to the payment of the Grant.

17. WARRANTIES

17.1 The Recipient warrants, undertakes and agrees that:

- a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant).
- b) it has not committed, nor shall it commit, any Prohibited Act.
- c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations and shall notify the Funder immediately of any significant departure from such legislation, codes, or recommendations.
- d) it shall comply with the requirements of 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.
- e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest.
- f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.
- g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate.
- h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant.
- i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. INSURANCE

18.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the

Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

18.2 The Required Insurances referred to above include (but are not limited to):

- (i) public liability insurance with a limit of indemnity of not less than five million pounds (£5 000 000) in relation to any one claim or series of claims arising out of one incident.
- (ii) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5 000 000) or such higher sum as may be required by law) in relation to any one claim or series of claims arising out of one incident.
- (iii) any other insurances that may be required by law.

18.3 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. DURATION

19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of the Expiry Date or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

19.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

20. TERMINATION

20.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20.2 If the Recipient commits a Prohibited Act or has failed to comply with specific terms of this Agreement, the Funder shall have the right to terminate this Agreement without prior notice.

21. ASSIGNMENT

21.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

22. WAIVER

22.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

23. NOTICES

23.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day, they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

23.2 Notices sent by email shall be addressed to:

<u>IPTU.Applications@essex.gov.uk</u>	<u>XXXX</u>
Essex County Council	XXXX
or to such other recipients as the Parties shall notify to each other.	

24. DISPUTE RESOLUTION

24.1 In the event of any complaint or dispute arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Grant Manager or any other individual nominated by the Funder from time to time.

24.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Grant Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of the Funder and a senior representative of the Recipient with

an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

- 24.3 In the absence of agreement under clause 24.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

25. NO PARTNERSHIP OR AGENCY

- 25.1 This 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.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 26.1 This 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.

27. VARIATION

- 27.1 No variation of this Agreement shall be effective unless it is in writing and executed as a deed by the Parties.

28. JOINT AND SEVERAL LIABILITY

- 28.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

29. ENTIRE AGREEMENT

- 29.1 This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

30. GOVERNING LAW

30.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Execution by the Funder

EXECUTED as a **DEED** by affixing the common seal of **ESSEX COUNTY COUNCIL** in the presence of:

Attesting Officer

Execution by the Recipient

Signed as a deed by

Director

Director/Secretary/Witness

Witness Name and Address:

Schedule 1 **The Project**

Essex County Council (ECC) provides funding for Love Your Bus projects to support the growth and sustainability of local bus services. ECC recognises the importance of local bus services to communities across Essex. The growth of services is a key objective in Essex County Council's Bus Service Improvement Plan. Bus services allow a diverse population to access key services. Key services include education, training, work, shopping, social interaction, leisure, activities, clubs, and healthcare.

Project details to be added from the winning application form

Schedule 2 **Payment Schedule**

Amount of Grant Payable	Date of Payment
£XXX	XXX