

Dated

24th November

2020

SOMERSET WEST AND TAUNTON COUNCIL (1)

PORLOCK PARISH COUNCIL (2)

Grant Funding Agreement
Emergency Town Centre Recovery Fund
PORLOCK PARISH COUNCIL

THIS AGREEMENT is made 24th November

2020

BETWEEN

(1) **SOMERSET WEST AND TAUNTON COUNCIL** of Deane House, Belvedere Road, Taunton, TA1 1HE ("the Council"),

and

(2) **PORLOCK PARISH COUNCIL** of Old School Centre, West End, Porlock, TA24 8NP ("the Grantee")

WHEREAS

(A) The Council has provided a Emergency Town Centre Recovery Fund for the purpose of benefiting the resilience of the Town Centre and High Street economy within the Council district following the Covid 19 Pandemic.

(B) The Grantee has made an application to the Council for Emergency Town Recovery Fund grant by submitting an Indicative Delivery Plan.

(C) The Council has resolved to provide grant funding to the Grantee for the purpose set out in the Emergency Town Centre Recovery Fund Guidance and the Indicative Delivery Plan attached at Schedule 1.

NOW IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

"Application"	The application for grant funding submitted by the Grantee attached in the Schedule 1.
"Guidance"	"Emergency Town Centre Recovery Fund Guidance attached at Schedule 2
"Grant"	£ 25000
"Nominated Officers"	For the Council : Economic Development Manager For the Grantee: Cllr Andy Milne, Vice Chairman
"Project"	as set out in the Indicative Delivery Plan.
"Term"	means the period of 12 months from the Agreement Date

2. PURPOSE OF FUNDING

- 2.1. The Grant must be used for the exact purpose(s) set out in the **Emergency Town Centre Recovery Fund Guidance** and the **Indicative Delivery Plan** submitted by the Grantee attached at Schedule 1 and cannot be used for any other purpose except with the express written permission of the Council.
- 2.2. The Grantee shall use their best endeavours to complete the Project within **12 months** of the Commencement Date and shall notify the Council as soon as practicable if the Grantee has reason to believe that this will not be achieved.

3. GOVERNANCE

- 3.1. The Grantee shall have a **sub-group** as set out in the Guidance. The sub-group shall have terms of reference which determine its operation and ensure that the delivery of Grant Funding is in accordance with the Guidance.
- 3.2. The Grantee shall inform the Council of any changes to the Grantee organisation which may affect the delivery of the Project.

4. FUNDING

- 4.1. The Council shall pay the Grant as a fixed amount on submission of an **Invoice** at the start of the Project. Payment shall be made within 14 days of the presentation of a valid invoice by the Grantee.
- 4.2. The Grantee shall not spend the grant in respect of costs of VAT which can be reclaimed by the Grantee.
- 4.3. The Council will be under no obligation to increase the Grant if there is a shortfall in the Grantee's budget for the provision of the Project, the Grant is fixed amount and it is for the Grantee to ensure that spending remains within budget.
- 4.4. The Emergency Town Centre Recovery Fund will be acknowledged in the Grantee's annual report and the financial accounts which cover the account period. The Grant will be shown separately in our organisation's annual accounts as 'restricted funds' and will not be included in the Grantee's general funds.

- 4.5. If within three months of the date of this Agreement the Grantee has not either submitted a claim for the Grant either in whole or in part, or confirmed in writing to the Council when a claim will be made, the Council may in its sole discretion withdraw the Grant and bring this Agreement to an end, in these circumstances no payment will be made.

5. PURCHASE OF ASSETS

- 5.1. In the event that the Grant is used to fund or part fund equipment or assets, the Grantee shall ensure that the equipment or assets is not sold or disposed of during for a period of five years after the purchase of the equipment or assets. In the event that the equipment or assets are sold within this period of time the Council shall be entitled to the value that the equipment or assets are sold for.
- 5.2. Any equipment or assets purchased with the Grant will be owned by the Grantee. The Grantee shall be responsible for all maintenance, repairs, insurances and compliance with safety standards of any equipment or assets purchased with the Grant for the life of the equipment or asset.

6. PUBLICITY AND PUBLICATION

- 6.1. The Grantee shall acknowledge the Grant on all published and printed material relating to the Project and activities funded by the grant in the form "supported by Somerset West and Taunton Council " and, additionally, in accordance with any guidelines notified by the Council from time to time.

7. MONITORING REQUIREMENTS

- 7.1 The Grantee will provide monitoring information to the Council as set out in Schedule 2.
- 7.2 The Grantee shall maintain the following records and will make these available to the Council upon request and within 10 working days of any such request:
- 7.2.1 Financial Accounts detailing how the Grant has been spent.
 - 7.2.2 Annual Formal Accounts for the Term.

8. REPAYMENT OF GRANT FUNDING

- 8.1. The Council may request the return of any unspent funds if the Grantee does not spend the entire Grant for the purpose stated in the Project and/or in the accordance with the Guidance within 12 months of the Agreement date, unless an extension is agreed in writing by the Council.
- 8.2. The Council may reclaim whole or part of the Grant in any of the following circumstances:
 - 8.2.1. If the Grant is not used for the Project Purpose.
 - 8.2.2. If any member of the governing body, staff or volunteers of the Grantee act dishonestly or negligently in their work relating to this grant.
 - 8.2.3. If the Indicative Delivery Plan was completed dishonestly or the Council were given false or misleading information regarding our organisation's structure or financial governance arrangements.
 - 8.2.4. If this agreement is breached by either Party.
 - 8.2.5. If the Grantee receives duplicate funding from any other source relating to the provisions of the Guidance.

9. LEGAL REQUIREMENTS

- 9.1. The Grantee shall safeguard the Grant against fraud generally and, in particular, fraud on the part of any staff employed by the Grantee and its suppliers. The Grantee shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 9.2. The Grantee shall comply with all relevant legislation that affects the Project and shall ensure that all relevant insurances are in place.
- 9.3. The Grantee shall have regard to and abide by at all times the requirements of the **Health and Safety at Work Act**, 1974 and any other relevant Acts, Regulations, Directives or Orders etc relating to health and safety.
- 9.4. The Grantee shall procure and maintain adequate insurance to cover such liabilities as may arise in the course of the delivery of the Project and, shall as a minimum hold **Public Liability Insurance** for £1 million and to provide current and valid copies of certificates of insurance upon request to the Council.
- 9.5. The Grantee shall have regard to their obligations under the **Equality Act 2010** (as amended).

- 9.6. The parties shall co-operate with each other so as to ensure compliance with the **Freedom of Information Act 2000** ("FOIA"). In the event that the Council is required to provide information to any person as a result of a request made to it under FOIA and the Grantee holds information which, within the meaning of FOIA, is under the control of the Council;
- 9.1 The Parties shall at all times comply and abide by the provisions of the **Data Protection Act 2018**. Both Parties shall ensure that any sharing of personal information shall be shared, stored, held and processed in accordance with the Data Protection 2018 and that there are the appropriate consents, policies and procedures in place in to share any information in accordance with the Project and the terms of this Agreement.

10. **NOMINATED OFFICERS**

- 10.1. In the event of either or both of the Nominated Officers being changed by either party, that party shall give notice to the other party not later than 7 days following the new appointment.

11. **VARIATION**

- 11.1. This Agreement may not varied except by an instrument in writing agreed in full and signed by the parties.

12. **DISPUTE RESOLUTION**

- 12.1. All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching or concerning this Agreement shall first be referred to the Nominated Officers to resolve the issue through joint discussions.
- 12.2. Where the procedure under clause 9.3 fails the initiating party may request in writing a meeting of the nominated officers and such meeting should be held within 14 days of the request being received (where possible).
- 12.3. In the event that the parties fail to resolve the Dispute amicably it shall be referred to a process of mediation to be agreed upon by the parties in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

13. **WAIVER**

13.1. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

14. FORCE MAJEURE

14.1. Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, pandemic or other event beyond the reasonable control of either party including Acts of Parliament.

15. ASSIGNMENT

15.1. This Agreement and all rights under it may be assigned or transferred by the Council to any other organisation or body at the discretion of the Council, the Council shall give the Council 21 days notice in writing of any such assignment. The Grantee cannot assign any rights or responsibilities under this Agreement without the written consent of the Council.

16. LAW APPLICABLE

16.1. This Agreement shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

17. THIRD PARTIES

17.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

IN WITNESS of which this Agreement has been executed by the parties and is intended to be and is delivered on the date first above written.

Schedule 1

Original Indicative Delivery Plan August 2020

SWT Emergency Town Centre Fund								
Serial	Intervention	Cost	Benefit	Climate Change	Sustainability	Further Funding	Start Date	Finish Date
a	b	c	d	e	f	g	h	i
1.	High Street Shop Front Restoration Fund	£10000.00	Encourage shops to repaint and improve exterior to make village more appealing by appearing picturesque and attractive encouraging visitors to stay and want to return to a well maintained, pretty Exmoor village.		Enable village to appear attractive for at least 5 years into the future	Match funding scheme. Single shop fronts will be allocated up to £250 match funding for external improvements.	Oct 20	Mar 21 or end of fund which ever arrives sooner.
2.	Additional Staff member	£8000.00	Assist the VC Manager in the following: Social Media promotion, website management, PR and communications, event planning and management. Appointment for 9 months.	Encourage green business practice where practical and marketable. Develop consumer awareness of local environment.	Establish business practices that will benefit the traders into the foreseeable future.		Jan 21	Sep 21
3.	PVTA External Space Refurbishment	£5000.00	Make the Visitors Centre more attractive, visible and appealing to the visitor by reordering the versatility of the space for multi functional activities, including Farmers Market, seating area, meeting point etc.	Signage highlighting the Porlock's commitment to become Carbon Neutral indicating the steps that have already been taken. Explore EV installation point.	Long term improvement to visibility of Visitor Location	PPC	Jan 21	Mar 21
4	Signage	£5000.00	Improve visitor walking experience and ability to find shops, points of interest and waymarked trails/facilities, history, geology, attractions) around village.	Reduce need for vehicular activity.	Porlock is committed to be carbon neutral by 2030 and this would help achieve this goal.	PPC	Oct 20	
6	Promotional Video	£1800.00	Promotional Video to show the High Street allowing the visitor to see the benefits of staying in Porlock. Segmented to demonstrate seasons and COVID awareness.	Highlight ways Porlock is combating climate change.	Will be shown on SM and Visitors Centre	COVID EC Fund ?	Nov 20	Nov 20
7	Walking Leaflet	£1500.00	Produce 1000 leaflets outlining walking routes for all ages and abilities around Porlock Vale. The purpose is to make Porlock a nodal hub from which visitors would be encouraged to explore the area to learn about the history and natural features that characterise Porlock Vale. Shops would be identified for the visitor to enjoy.	Porlock Vale has a variety of small lanes and routes that get clogged with cars attempting to view the beautiful countryside. Encouraging the visitor to fully utilise the many byways would greatly benefit the local environment.	Once the routes were established these would become another unique reason for visiting the vale to enjoy healthy outdoor living. Traders would benefit by increased visitor numbers wishing to explore the village and provide an additional reason for remaining longer in the area.	ENPA	Oct 20	Oct 20

8	Floral Displays and Christmas Trees	£1000.00	Brighten up the village in spring and summer, Christmas trees to create seasonal effect in December. Currently both are likely to be discontinued due to shortage of funds		Known to increase visitor numbers, lack of both would have an adverse effect on trade.	Local Contributions	Dec 20	21	Sept
9	Tree Planting	£500.00	Provide soft landscaping and reduce impact of hard surfaces providing an aesthetically pleasing High Street	Important contribution to climate change to mitigate loss of trees and improve atmospheric conditions.	Porlock is committed to be carbon neutral by 2030 and this would help achieve this goal.	ENPA	Oct 20		
10	Bench Seat	£300.00	Located by bus stop, to provide seating for visitors particularly walkers returning to Minehead.	Encourage use of bus service reducing the need for car usage.	Porlock is committed to be carbon neutral by 2030 and this would help achieve this goal.		Oct 20		
11	Cycle Racks	£200.00	Encourage visitors to leave bikes in a safe and secure location to enable them to visit the shops. Currently pavements are very narrow and there is no where to leave bikes securely.	Linked to VC encouragement of visitors to use bikes around Porlock Vale instead of taking cars around narrow lanes with subsequent damage to the environment	Porlock is committed to be carbon neutral by 2030 and this would help achieve this goal.	PPC	Oct 20		
	Total	£33300.00							

SCHEDULE 2

Emergency Town Centre Recovery Grant Guidance Updated 28th September 2020

1 Aim of Fund

The aim of the fund is to provide:

1.1 Immediate and short term interventions that support Town Centre and High Street Businesses to be adaptable, resilient and grow back stronger following the Covid19 pandemic.

Interventions may include but are not limited to:

- Advice, guidance, training for businesses
- Improved digital and online offer and presence of town centre businesses.
- Marketing and promotion of the town centre.

1.2 Immediate and short term interventions that promote a clean, attractive and vibrant Town Centre offer with the aim of attracts visitors, shoppers and consumers.

Interventions may include but are not limited to:

- Physical changes to the environment and/or public realm improvements.
- Aesthetic improvements.
- Events, markets and promotion of the use of outdoor space.
- Facilities and campaigns that promote active travel to and from the town centre.
- New leisure and social offers, especially for families and young people.

2 Additional Criteria

2.1 The grant should be primarily applied to benefit Small and Medium Enterprises within Town Centres. It is understood that larger and national businesses may also indirectly benefit from the interventions.

2.2 The fund may be used to cover staffing costs associated with the management and administration of the grant fund and project management of the interventions. The staffing costs should be included in the Grant Fund Delivery plan (see below) and will be subject to the agreement of Somerset West and Taunton Council (SWT).

2.3 When allocating funding the grant recipient should take into account:

- The cost and benefit of interventions, e.g. the number of businesses that will benefit and the length of time the benefit will be felt.
- Climate change and interventions that promote clean travel, business practises, and consumer behaviours.
- Sustainability of interventions, and any legacy offered from the interventions.
- The potential to utilise the funds to draw in additional funding or sponsorship.

2.4 When designing the indicative plan and throughout the term of the grant, grant recipients will be expected to engage with the Town Centre businesses and with the general public to understand the types of interventions that would effectively deliver the aim of the grant.

3 Grant Agreements

- 3.1 Grants will be allocated to one formally constituted body in each area with the ability to effectively manage grant income and expenditure.
- 3.2 The constituted body (grant recipient) in each area will be required to sign a Grant Funding Agreement, which will set out the terms and conditions of the grant. The grant recipient will be accountable for ensuring the grant terms and conditions are met.
- 3.3 The grant recipient will be expected to submit an Indicative Delivery Plan that sets out the interventions to be delivered, and should include indicative costs (or actual where they available) and timescales for delivery of each intervention.
- 3.4 SWT will assess the indicative plan and work with the grant recipient if any changes need to be made to ensure compliance with the purpose of the grant and other considerations that may need to be taken into account.
- 3.5 On approval of the indicative plan SWT will provide the grant recipients with a Grant Agreement. Once signed by Somerset West and Taunton Council and the grant recipient the full amount of the grant will be transferred to the grant recipient's bank account.
- 3.6 Any changes to the indicative plan throughout the term of the funding agreement will require approval by SWT.
- 3.7 Grant recipients will be expected to provide scheduled reports on the delivery of interventions and grant expenditure.
- 3.8 It is expected that the grant will be spent within 12 months of the date the grant agreement is signed.
- 3.9 It is expected that delivery of interventions with start no later than 4 weeks after the grant has been transferred.

4 Funding agreement and Indicative Delivery Plan

- 4.1 Grant recipients, with their associated working groups, are being asked to develop an indicative delivery plan to include (but not limited to) the following for each intervention.
 - Name of Theme/project/activity/intervention
 - Start and target finish dates for delivery.
 - Indicative costs

4.2 To ensure we can pay the grant as soon as possible we are requesting this indicative plan is submitted within a short time frame, to be agreed with each grant recipient.

5 Governance

- 5.1 The Grant Recipient will be awarded the grant and will be the accountable body for all delivery, financial management and monitoring requirements of the grant.
- 5.2 The Grant Recipient should establish a 'sub group' of their organisation with devolved decision making power and with the responsibility of delivering the activities funded by the grant.

5.3 The Grant Recipient should agree and minute the establishment of this 'sub group' during a meeting of their committee/board/organisation.

5.4 The 'sub group' must have Terms of Reference to include

- Voting rights of each member of the sub group - One vote per organisation represented.
- Decisions to be made by majority vote.
- Election by the sub group of a chair (who in the event of a split vote will have the casting vote).
- Financial governance arrangements that support and are in line with the financial governance arrangements of the Grant Recipient organisation.
- How the sub group will communicate with the Grant Recipient organisation – eg updates on actions taken, plans, invoices to be paid, costs incurred, success monitoring information.
- That the sub group will adhere to the terms and conditions of the Grant Agreement signed by the Grant Recipient organisation.

5.5 Sub Group Membership

5.5.1 The sub groups must be representative of the Town Centre community.

5.5.2 Sub groups must include at least

- 1 business group representative e.g traders association/chamber of commerce (if existing in the area).
- 2 local independent traders (if this is not possible for any reason this representation can be discussed with SWT).
- 1 District Council elected member (to be nominated and/or agreed by the SWT Portfolio Holder for Economic Development and Assets)
- In the case of Taunton, Wellington and Minehead 1 Somerset County Council elected member should be invited on to the group (to be agreed by Somerset County Council).

6 Procurement

Any single expenditure over £2500 should be subject to fair competition. Therefore grant recipients will be expected to provide evidence that 3 quotes have been obtained and assessed prior to committing to expenditure of £2500 or above. Any expenditure over £25000 should be subject to a fair competition through a procurement and tender process.

7 Evidence of Expenditure

Grant recipients will be expected to provide photo's or other evidence, such as publicity material, social media content, website content etc of how the funding has been spent within their monitoring reports to SWT.

8 Monitoring Reports

The Funding Agreement will outline the grant monitoring reports that grant recipients will be expected to provide to SWT. These are likely to be expected every 8 weeks. These will not be onerous, but will require you to monitor the difference the funding is making in your area.

9 Financial evidence

Grant recipient will be expected to keep financial records of expenditure of the grant and provide these to SWT within their monitoring reports.

10 Logos, Branding and Publicity

Grant recipients will be expected to include the SWT logo and reference to the fund within an external facing communications. The SWT logo and branding guidance will be provided to grant recipients prior to the grant being paid.

SCHEDULE 3

MONITORING SCHEDULE

The Grantee will:

Measure and record the success of the project and its impact on the local economy, Town Centre businesses and community.

Comply with all reasonable monitoring requirements as specified in the monitoring schedule including an 'End of Grant Report' on completion of the project.

Date from Agreement Date:	Report Required:	Measures to be included in report:
Every 8 weeks.	Update Report	Update on activities delivered against the Indicative Delivery Plan (Schedule 1). Update on total expenditure to date and planned expenditure. Update on engagement with and feedback from businesses and the general public. Photographs, screenshots and/or evidence of activities carried out (before, during and after where possible). Evidence of the impact of activities carried out (e.g. footfall counter comparisons, unit vacancy rates, business temporary closure rates, business turnover, feedback from businesses). Copies of all invoices and receipts relating to expenditure of the grant. Copies of personnel and payroll records for staff funded by the Emergency Town Centre Recovery Fund. An updated project plan and budget relating to the project.
12 months from project start date.	End of project report	To include: Summary of all activity completed against Indicative Delivery Plan. Final project budget. Summary of achievement to mitigate the impact of Covid19 on the Town Centre Economy, and the impact of activities on the recovery of Town Centre Economy. Please include specific measures/data to demonstrate results.



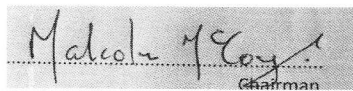
Signed on behalf of **SOMERSET WEST
AND TAUNTON COUNCIL** by an
authorised signatory:

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Lisa Redston – Economic Development
Manager, SWTC

Signed on behalf of **PORLOCK PARISH COUNCIL**

by an authorised signatory:


Chairman

Chairman of Porlock Parish Council