

**DATED**

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**GRANT FINANCE AGREEMENT**

between

**Fareham Borough Council**

and

**[NAME OF RECIPIENT]**

FOR DEMONSTRATION PURPOSE ONLY

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FOR DEMONSTRATION PURPOSE ONLY

This agreement is dated .....

## Parties

- (1) Fareham Borough Council whose principal address is at Civic Offices, Civic Way, Fareham PO16 7AZ (**Funder**)
- (2) [FULL NAME OF HOMEOWNER] of [PROPERTY ADDRESS] (**Recipient**). The Recipient is the freehold owner of the Property.

## BACKGROUND

- (A) The Funder has received central government funding to support nutrient mitigation within the Hampshire Solent area. The Funder has agreed to award the Grant to the Recipient to enable the upgrade of an existing septic tank at the Property to a package treatment plant. The purpose of the Project is to generate nutrient mitigation credits.
- (B) The Recipient agrees that all nutrient mitigation credits generated by the Project will be transferred and assigned to the Funder.
- (C) This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (E) The parties confirm that it is their intention to be legally contractually bound by this agreement.
- (F) The parties further acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Applicable Laws:** all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

**Anti-bribery Laws:** all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** the date on which this agreement takes effect, being the date of the agreement.

**Confidential Information:** all information in any medium or format that one party discloses to the other party, whether before or after the Commencement Date, in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

**Crown:** the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

**Data Protection Legislation:** all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

**Default Event:** an event or circumstance set out in clause 14.1.

**Duplicate Funding:** funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to the Funder.

**Financial Irregularity:** has the meaning given in clause 7.2.

**Grant:** the sum or sums to be paid on behalf of the Recipient in accordance with this agreement.

**Grant Claim:** the payment request form submitted by the Recipient to the Funder for payment of the Grant to the Installer. The form will be in the format and contain the information specified by the Funder from time to time.

**Grant Manager:** the individual who has been nominated to represent the Funder for the purposes of this agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date until the earlier of (a) payment of the Grant following completion of the Project; or (b) six (6) months after the Commencement Date, provided that the Funder may extend the Grant Period in writing where completion is delayed due to regulatory approvals, including (without limitation) any requirement for an Environment Agency permit, or for any other reasonable cause in the Funder's discretion.

**Installer:** the contractor selected by the Recipient to carry out the works.

**Intellectual Property Rights:** all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Maximum Sum:** the maximum amount of the Grant that the Funder will make available for the Project, being £[30,000] GBP inclusive of VAT or any applicable taxes.

**Nutrient Mitigation Credits:** all nitrogen and/or phosphorus mitigation benefits generated by the Project.

**Prohibited Act:**

(1) directly or indirectly offering, giving or agreeing to give to any servant of the Funder or the Crown any gift or consideration of any kind as an inducement or reward for:

- a) 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 agreement with the Funder; or
- b) showing or not showing favour or disfavour to any person in relation to this agreement [or any other agreement with the Funder;

(2) committing any offence:

- a) under the Anti-bribery Laws;
- b) under legislation creating offences in respect of fraudulent acts; or
- c) at common law in respect of fraudulent acts in relation to this agreement or any other agreement with the Funder; or

(3) defrauding or attempting to defraud or conspiring to defraud the Funder or the Crown.

**Project:** the project described in Schedule 1.

**Property:** the residential property which the Recipient is the legal owner of and at which the work relating to the Project will take place.

**Representatives:** a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Unilateral Undertaking:** the planning obligation entered into by the Recipient relating to the ongoing maintenance and replacement of the treatment plant.

**VAT:** value added tax chargeable in the UK.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and any Crown body.
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

## 2. Purpose of Grant

- 2.1 The Grant must be used solely to fund the installation of a package treatment plant at the Property in accordance with the approved quotation, all required regulatory approvals and in accordance with the terms and conditions set out in this agreement.
- 2.2 The Recipient will not make any significant change to the Project without the Funder's prior written agreement.

2.3 The Funder may at its entire discretion change the activities supported by the Grant, including by increasing or decreasing the Maximum Sum, changing the payment schedule for the Grant or removing activities supported by the Grant. Any variation made under this clause 2.3 will not take effect until 7 days after being notified by the Funder to the Recipient.

### **3. Payment of Grant**

3.1 Subject to the rest of this clause 3 and the Recipient's full compliance with the provisions of this agreement, the Funder will pay the Grant directly to the Installer as a payment mechanism only.

3.1 Payment of the Grant will only be made once:

(a) the works have been completed in full;

(b) all required regulatory approvals, including Building Regulations approval, have been obtained;

(c) the Funder has received evidence of completion in accordance with the approved quotation; and

(d) the Unilateral Undertaking has been completed.

3.2 The Funder does not appoint, engage or contract with the Installer and accepts no responsibility for the performance of the works. The contractual relationship for the works is between the Recipient and the Installer.

3.3 The Funder will not be liable for any costs exceeding the Maximum Sum. Any additional costs are the sole responsibility of the Recipient.

3.4 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process a Grant payment.

3.5 The Recipient accepts that payment(s) of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.

3.6 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.

3.7 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies

have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### **4. Transfer of Nutrient Mitigation Credits & Unilateral Undertaking**

- 4.1 The Recipient irrevocably assigns to the Funder with full title guarantee all present and future Nutrient Mitigation Credits arising from the Project. The assignment takes effect immediately upon creation of the credits.
- 4.2 The Recipient acknowledges that such credits are permanently vested in the Funder and may not be retained, transferred or reused by the Recipient or any successor in title.
- 4.3 The Recipient will execute any further document required by the Funder including but not limited to the Unilateral Undertaking to give effect to this transfer.
- 4.4 The Recipient shall comply in full with its obligations under the Unilateral Undertaking, including (without limitation) all maintenance, repair, replacement and operational requirements relating to the treatment plant. Breach of the Unilateral Undertaking will constitute a material breach of this Agreement.
- 4.5 The assignment and transfer of the Nutrient Mitigation Credits under clause 4.1 is irrevocable and unconditional and will continue in full force and effect notwithstanding:
  - (a) expiry of the Grant Period;
  - (b) termination of this Agreement for any reason;
  - (c) repayment of the Grant; or
  - (d) disposal of the Property.
- 4.6 The Recipient must not take any action which would restrict, undermine or interfere with the Funder's ownership of the Nutrient Mitigation Credits.
- 4.7 The Recipient must ensure that any purchaser or successor in title to the Property is made aware that the Nutrient Mitigation Credits have been permanently transferred to the Funder.

## 5. Other funding

- 5.1 Where the Recipient has obtained funding from a third party in relation to delivery of the Project (including funding for associated administration and other costs) before the Commencement Date, the Recipient confirms that:
- (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
  - (b) the amount of this funding is included in Schedule 2 together with a clear description of what that funding will be used for.
- 5.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and provide the Funder with details of the source, amount and purpose of that funding.
- 5.3 The Recipient must not apply for or obtain 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. The Funder may exercise its rights under clause 14 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

## 6. Monitoring and reporting

- 6.1 The Recipient will 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.

## 7. Financial management

- 7.1 The Recipient must at all times comply with Anti-bribery Laws.
- 7.2 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (**Financial Irregularity**).
- 7.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
- (a) explain to the Funder what steps are being taken to investigate the irregularity;
  - (b) keep the Funder informed about the progress of any investigation;
  - (c) assist the Funder in any investigations it initiates; and

- (d) refer the matter to external auditors or another third party if required to do so by the Funder.

7.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:

- (a) suspend future payments of the Grant;
- (b) insist that the Recipient addresses the Financial Irregularity; and
- (c) require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

## **8. Conflicts of interest**

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this agreement.

## **9. Acknowledgement and publicity**

9.1 The Recipient must not make any public announcement or comment about, or publish any publicity material referring to, the Grant or the Funder without the prior written agreement of the Funder.

9.2 The Funder may publicise the Grant and details of the Project, using the Recipient's name and any information gathered from its initial Grant application, without prior notice.

9.3 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated or organised by the Funder.

9.4 The Recipient will comply with all reasonable requests from the Funder and/or its authorised agents to facilitate visits and provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

## **10. Intellectual Property Rights**

10.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.

- 10.2 Other than as expressly set out in this agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 10.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).
- 10.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of this agreement, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as requested by the Funder.

**11. Confidentiality**

- 11.1 Each party undertakes that it will, during the term of this agreement and for a period of [two] years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.
- 11.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.
- 11.3 Nothing in this clause 11 prevents the Funder from disclosing any Confidential Information of the Recipient:
  - (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
  - (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
  - (c) where disclosure is required by Applicable Law, including under clause 12.

## 12. Freedom of information

12.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, **Request for Information** means a request for information or an apparent request under the FOIA or the EIRs.

12.2 The Recipient will:

- (a) provide all necessary assistance and co-operation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
- (c) provide the Funder with a copy of all information requested in the Request for Information which is in its possession or control in the form that the Funder requires within five Business Days (or any shorter period that the Funder may reasonably specify) of the Funder's request for that information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Funder.

12.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder will take reasonable steps to notify the Recipient of a request for information that directly relates to the Recipient (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in this agreement, the Funder will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

12.4 The Recipient acknowledges and agrees that the Funder may:

- (a) publish this agreement, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and
- (b) share details of the Grant, including the Recipient's name and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

### 13. Data protection

- 13.1 In this clause, the terms **controller, data subject, personal data, personal data breach, processing** and **appropriate technical and organisational measures** have the meaning given to them in the Data Protection Legislation.
- 13.2 This clause sets out the framework for the sharing of personal data between the parties as controllers. The Funder may use personal data that the Recipient shares about its Representatives, business partners and any other relevant data subject to administer the Grant and exercise its rights under this agreement. The Recipient may use personal data that the Funder shares about its Representatives to manage the Grant and its relationship with the Funder. The personal data to be shared by one party with the other party under this clause 13 is the **Shared Personal Data**. The permitted uses of Shared Personal Data set out in this clause 13 are the **Agreed Purposes**.
- 13.3 Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of this agreement. In particular, each party will:
- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of Shared Personal Data to the other party for the Agreed Purposes;
  - (b) ensure that it only shares personal data with the other party to the extent required in connection with the Grant;
  - (c) process the other party's Shared Personal Data only for the Agreed Purposes; and
  - (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data received from the other party and against accidental loss or destruction of, or damage to, that personal data.
- 13.4 Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party will:
- (a) provide the other party with reasonable assistance in complying with any request from a data subject to exercise any of their rights under Data Protection Legislation in relation to Shared Personal Data (**data subject rights request**);
  - (b) promptly inform the other party about the receipt of any data subject rights request where the request is directed to the other party or relates to its processing of personal data and forward the request to the other party;

- (c) provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (d) notify the other party promptly and in any event within 24 hours, on becoming aware of any personal data breach relating to Shared Personal Data provided by the other party and do all things reasonably necessary to restore security and assist the other party in mitigating the effects of the personal data breach and informing regulators and data subjects; and
- (e) not retain or process the other party's Shared Personal Data for longer than is necessary to perform this agreement, unless otherwise required by Applicable Law.

#### **14. Withholding, reducing and repayment of Grant**

14.1 The Funder's intention is that the Grant will be made available and paid in accordance with this Agreement. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 14.2 if:

- (a) the Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in the Funder's opinion;
- (b) the delivery of the Project does not start within three months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation (in the Funder's opinion) for the delay;
- (c) the Recipient is, in the [reasonable] opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
- (d) the Recipient applies for or obtains Duplicate Funding for the Project;
- (e) the Recipient obtains funding from a third party which, in the opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (f) the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
- (g) the Recipient commits or has committed a Prohibited Act;
- (h) the Funder determines that the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of the Funder; or (b) taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;

- (i) the Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without the Funder's consent;
- (j) 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 (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due; or
- (k) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any Applicable Laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies.

14.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the Maximum Sum;
- (c) require the Recipient to repay all or any part of the Grant previously paid to the Installer; and/or
- (d) terminate this agreement.

The Funder's rights under this clause are without prejudice to any other rights or remedies available at law.

14.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 14.2(c) or clause 14.2(d) unless the Recipient fails to rectify the default to the satisfaction of the Funder within 14 days of receiving written notice requiring it to do so. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this agreement.

14.4 Wherever any sum of money is recoverable from the Recipient under this agreement, the Funder may deduct that sum from any sums due to the Recipient under this agreement or any other agreement with the Funder.

14.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its compliance with this agreement, it will notify the

Funder as soon as possible so that, if possible and without creating any legal obligation, 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.

## **15. Compliance with law**

- 15.1 The Recipient must carry out the Project and its obligations under this agreement in accordance with all Applicable Laws, including all Applicable Laws:
- (a) relating to equality or prohibiting any form of discrimination; or
  - (b) concerning health and safety in relation to people working on the Project.
- 15.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

## **16. Limitation of liability**

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.
- 16.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by the Funder in connection with:
- (a) the acts or omissions of the Recipient in relation to the Project;
  - (b) the non-fulfilment of any obligations of the Recipient under this agreement; or
  - (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.
- 16.3 Subject to clause 16.1 and clause 16.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding. The Funder will not be liable for any direct or indirect losses arising from termination or withdrawal of the Grant.
- 16.4 Nothing in this agreement limits any liability which cannot legally be limited.
- 16.5 The Funder gives no warranty or representation as to the suitability, performance or regulatory compliance of the treatment plant or the Installer.

## **17. Insurance**

- 17.1 The Recipient will, during the Grant Period and for a period of six years after termination or expiry of this agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).
- 17.2 The Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

## **18. VAT**

- 18.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 18.2 If VAT is held to be chargeable in respect of this agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.

## **19. Duration**

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

## **20. Termination**

Without prejudice to the Funder's other rights to terminate this agreement, the Funder may terminate this agreement for convenience at any time before payment of the Grant by giving not less than five (5) working days' written notice to the Recipient.

The Funder may terminate this Agreement and recover all or part of the Grant if:

- (a) the Recipient breaches this Agreement;
- (b) the Recipient breaches the Unilateral Undertaking;
- (c) the works are not completed in accordance with the approved quotation; or
- (d) any information provided by the Recipient is materially inaccurate.

## **21. Consequences of termination or expiry**

- 21.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.
- 21.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Installer from the Recipient following termination or expiry.
- 21.3 Any liabilities arising at the end of the Project or on termination or expiry of this agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's costs or those of any supplier of the Recipient related to any transfer or termination of employment of any persons engaged in the Project.

## **22. Evaluation**

The Funder may itself or through a third party evaluate the Project. The Recipient will, during and after the Funding Period, co-operate with the Funder and any third-party evaluator by responding to requests for information about the Project.

## **23. Assignment**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.

## **24. Notices**

- 24.1 Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the following address (or an address substituted in writing by the party to be served):
    - (i) Recipient: the Property.
    - (ii) Funder: Civic Offices, Civic Way, Fareham PO16 7AZ.

24.2 Any notice will be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

**25. Dispute resolution**

25.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Solent Mitigation Partnership Manager.

25.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Grant Manager, either party may refer the matter to a formal meeting between the Director of Planning and Regeneration and the Recipient.

**26. Governing law**

This agreement is governed by and will be construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [FULL NAME], authorised signatory for and on behalf of

**FAREHAM BOROUGH COUNCIL:**

.....

**The Funder**

Signed by [FULL NAME]:

.....

**The Recipient**

## **Schedule 1 The Project**

### **1. Background to the Project**

The Project relates to the residential property at the Property which is currently served by a septic tank system.

### **2. Aims and objectives of the Project**

The Project involves:

- Removing or upgrading the existing septic tank (as required);
- Supplying and installing an approved package treatment plant;
- Completing all necessary groundworks and connections; and
- Commissioning the system in accordance with the installer's specification.

The works must:

- Be carried out by an installer approved by the Funder (or otherwise agreed in writing);
- Comply with Building Regulations and all relevant environmental laws;

Be completed in accordance with the approved quotation.

The Project will be treated as complete when:

- The treatment plant has been fully installed and commissioned.
- All required regulatory approvals have been obtained; and
- Evidence of completion has been provided to the Funder.

The upgrade will generate nutrient mitigation benefits. Under this Agreement, all such nutrient mitigation credits are transferred to the Funder.

The Grant funds the installation only.

The Recipient remains responsible for maintaining and servicing the treatment plant in accordance with the separate Unilateral Undertaking (section 106 agreement).

Schedule 2 Other Funding

| Name of funder | Amount of funding | Use of the funding |
|----------------|-------------------|--------------------|
| [DETAILS]      | [DETAILS]         | [DETAILS]          |
|                |                   |                    |
|                |                   |                    |
|                |                   |                    |

FOR DEMONSTRATION PURPOSE ONLY