

Portishead Town Council Community Grant Funding Agreement



This agreement is made between:

- 1) Funder: Portishead Town Council (the Council) of The Folk Hall, 95 High Street, Portishead, Bristol, BS20 6PR
And
- 2) Recipient: Citizens Advice North Somerset (CANS), 39 Oxford St, Weston-super-Mare, BS23 1TN

Jointly referred to as “the Parties”.

1) Introduction and objectives of the agreement

- a) This agreement sets out the terms and conditions of funding, provides remedies to the Council if conditions are breached, provides the recipient with some financial confidence by binding the Council to pay the specified funds, subject to conditions.
- b) The terms of this agreement are not exhaustive but shall be legally binding between the Parties.
- c) The agreement shall be governed by and construed in accordance with English law.

2) Terms and conditions of funding

a) Payment dates and amounts:

- i) Subject to the following conditions the Council will provide the grant amount specified below to the recipient on the following dates. The amounts include 3% annual increases to support the recipient with inflation costs:
 - (1) £25,000 on 30th April 2022, covering the period 22-23
 - (2) £25,750 on 30th April 2023, covering the period 23-24
 - (3) £26,523 on 30th April 2024, covering the period 24-25
 - (4) £27,319 on 30th April 2025, covering the period 25-26
 - (5) £28,139 on 30th April 2026, covering the period 26-27.

b) The Council shall:

- i) Subject to the conditions within this agreement transfer the funds to the recipient's bank account on the dates specified.
- ii) Each year, on receipt of the annual written and verbal report, the Council will decide at the Full Council meeting, prior to the next payment date, if conditions have been met and if agreed and funding is available; resolve to approve the following year's payment.
- iii) Consider further requests for grant funding through its annual Community Small Grants bidding process from the recipient alongside other groups / organisations applications.

c) The recipient shall:

- i) Provide a written and verbal annual report in time for the Full Council meeting prior to 30th April for each of the funded years.
 - (1) The report shall include a summary of the previous year's activity in relation to Portishead residents; plans for Portishead specific activity in the following year; and challenges or opportunities for Portishead residents of which the Council should be aware.
- ii) Indemnify the Council against all and any liability or responsibility relating to the grant funds and its activities.
- iii) Provide information and images to the Council to support promotion of the community grant programme or freedom of information requests.
- iv) Utilise the funds to provide an advice and support service for Portishead residents.
- v) Be responsible for any State Aid or other financial or regulatory reporting of the grant.
- vi) Acknowledge the grant in its annual report and accounts.
- vii) Provide and maintain a key contact for the Council in relation to the grant funding and service provision.
- viii) Be a community group or organisation and hold an official bank or building society account.

d) Collectively the Parties shall:

- i) Agree all communications and messaging relating to the grant fund before publication.

- ii) Discuss any reasonable amendments to this Agreement requested in writing (by email) by either Party, and work together to agree an acceptable approach, if this is not possible a termination will be required.
 - iii) Each Party's intellectual property and assets will remain with their original and rightful owner, including goods and services purchased with the grant fund.
 - iv) Each Party shall keep secret and confidential all confidential information disclosed to it because of this 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 as expressly authorised in writing by the other Party or if required by law.
 - v) Both Parties will comply with all applicable requirements of the Data Protection Legislation, to the extent that they process personal data in connection with this Agreement.
 - vi) If unavoidable circumstances result in an inability to provide the service, or require scaled back provision, the recipient must repay the unspent grant to the Council.
 - vii) This Agreement shall not create any partnership or joint venture between the Council 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.
- e) Termination:
- i) If both Parties cannot agree on an amendment to the Agreement; or the Council no longer has the funds available; or the conditions have not been met; or if CANS no longer requires the funding for any reason; this agreement will be terminated by the Council prior to the next annual payment.
 - ii) If the Council believes that the recipient has not used the funds for their intended purpose; or that the recipient has acted illegally, negligently, or inappropriately, funding will be ceased immediately.

Signed and agreed by on behalf of your organisation by:

Town Clerk
Portishead Town Council

Date

Chairman
Portishead Town Council

Date

Citizens Advice North Somerset

Date

Citizens Advice North Somerset

Date