



HM Government

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

14th December 2021**Shropshire Council Welcome Back Programme
FUNDING AGREEMENT WITH BAYSTON HILL PARISH COUNCIL**

The Welcome back fund was launched by the Ministry of Housing, Communities and Local Government (MHCLG) with the aim of helping high streets start to reopen safely after covid and build back better from the pandemic.

Shropshire Council was allocated £288,194. The fund is aligned with the 2020 Reopening High Streets Fund which Shropshire Council has been a recipient of. The funding is delivered through the European Regional Development Fund (ERDF) framework. All project activity needs to be spent by 31st March 2022

I am able to confirm that Shropshire Council will provide funding as set out in this Agreement to Bayston Hill Parish Council in the sum of £8687.00 (“the Grant”) for use in the delivery of the Welcome Back Programme as set out in the Appendix 1 to this Agreement (“the Programme”) for the period 1 June 2021 to 31 March 2022.

The Grant is provided subject to the terms of this Agreement, including the Terms and Conditions of Funding attached below.

Bayston Hill Parish Council will be required to carry out monitoring and evaluation in accordance with the Terms and Conditions of Funding. Shropshire Council's appointed liaison officer for this activity will be Mathew Mead, Place Plan Officer at Shropshire Council

Your attention is drawn to the key criteria placed on eligible spend notably that:

- the use of the European Regional Development Funding (ERDF) Branding requirements of this fund as per the Acknowledgement and Publicity clause of the Terms and Conditions of Funding.
- The Parties shall also agree joint press and communications activities (to further promote the programme and its reach and objectives.
- Town Councils will need to ensure that all procurements are awarded in line with the ESIF National Procurement Requirements. Procurements should

therefore be carried out in an open and transparent way and an audit trail of the routes followed and the process will need to be retained. The full guidance on Procurement can be found on GOV.UK.

- Expenditure is for use against the items shown in Appendix 1 only and any changes are to be discussed between the two parties and any agreed changes shall be recorded in writing and incorporated into a revised Programme which shall be attached to and form part of this Agreement.

Payment Terms

Payment of the Grant will be made following the submission of evidence from the Parish Council using the Welcome Back Fund Claims form that shows that the Council has incurred and defrayed the eligible grant expenditure.

Appendix 1 identifies that £8,199.00 of expenditure is to be defrayed by the Parish Council and this must be evidenced in full, by provision of invoices and receipts, and bank evidence that the expenditure has been defrayed (left the bank account) by 28th February 2022.

Any expenditure made over and above the total grant value must be covered through the Parish Council's own resources

Any questions regarding the funding or changes to the programme should be directed to Mathew Mead, Place Plan Officer, within the Economic Growth team at Shropshire Council.

Please indicate your acceptance of the Grant funding on the conditions contained in this agreement by signing and returning a second copy of this agreement to Mathew Mead email: mathew.mead@shropshire.gov.uk

Yours sincerely

Steven Brown
Head of Transport and the Environment

SHROPSHIRE COUNCIL

Dated:

I accept the Grant funding on the terms and conditions set out in this Agreement

Signed by _____ on behalf of

Bayston Hill Parish Council

Dated:

Terms and Conditions of Funding

The following conditions shall apply to the funding to be provided to Bayston Hill Parish Council the "Recipient")

1 Purpose of Grant

- 1.1 The Recipient shall use the Grant only for the delivery of the Programme in accordance with the terms and conditions set out in this letter. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 1.2 The Recipient shall not make any significant change to the Programme without the Council's prior written agreement.

2 Payment of Grant

- 2.1 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Programme.
- 2.2 The Council shall pay the Grant to the Recipient in the instalments set out in this letter, following receipt evidence that the previous instalment has been defrayed in full by dates specified in this Agreement.
- 2.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Programme.
- 2.4 The Recipient shall promptly repay to the Council 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 before all conditions attaching to the Grant have been complied with by the Recipient.

3 Use of the Grant

- 3.1 The Grant shall be used by the Recipient for the delivery of the Programme in accordance with the agreed budget set out in Appendix 1. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in Appendix 1 shall not exceed the corresponding sum of money listed without the prior written agreement of the Council.
- 3.2 The Recipient shall not spend any part of the Grant on the delivery of the Programme after the Grant Expiry Date.
- 3.3 Should any part of the Grant remain unspent after the Grant Expiry Date, the Recipient shall ensure that any unspent monies are returned to the Council, unless otherwise agreed between the parties.

4 Accounts and Records

- 4.1 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.
- 4.2 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 Council shall have the right to review, at the Council'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.
- 4.3 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council, including any returns to BEIS

5 Monitoring and Reporting

- 5.1 The Recipient shall closely monitor the delivery and success of the Programme until the Grant Expiry Date to ensure that the aims and objectives of the Programme are being met and that this Agreement is being adhered to.
- 5.2 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Programme and outputs every month and in such formats as the Council may reasonably require. The Recipient shall provide the Council with each report within one month of the last day of the quarter to which it relates.
- 5.3 Where the Recipient has provided match funding or obtained funding from a third party for its delivery of part of the Programme, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 5.4 The Parties shall hold monthly meetings to review progress of the Programme and Grant expenditure.
- 5.5 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 5.6 The Recipient shall permit any person authorised by the Council such reasonable access to its 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.
- 5.7 The Recipient shall provide the Council with a final report which shall confirm whether the Programme has successfully delivered the outputs and been properly completed.

6 Acknowledgment and Publicity

- 6.1 The recipient must ensure that the ERDF branding requirements will be followed.
- 6.2 The use of the ERDF logo, which includes the emblem and reference to the fund, and the requirements set on colour use, sizing, visibility and positioning must be followed.
- 6.3 The HMG logo must be used alongside the ERDF logo.
- 6.4 Display the ERDF logo on all electronic and print publication materials used for information and communications supported by the fund including: advertisements, job advertisements, job descriptions and notices;
- 6.5 Leaflets, brochures, flyers and newsletters; o promotional items; o project documentation – e.g. reports, papers and letterheads; o procurement material; o social media tools; and o posters (see below for more details).
- 6.6 Display the ERDF logo on the relevant website – established specifically for the fund activities or a broader website used by the beneficiary, ensuring:
- 6.7 Use of the colour ERDF logo; o logo is visible upon landing, in viewing area and without the need to scroll; and o inclusion of a short description of the activities to be supported with aims and results.
- 6.8 Display of at least one poster of minimum A3 size, readily visible to the public (e.g. the entrance area of a public building) at the location of the activities being implemented and containing information on the work being delivered.
- 6.9 Ensuring inclusion of a reference to ERDF, the logo and use of ERDF notes to editors in any media and press activities. The full branding and publicity requirements including details of logo use can be found on GOV.UK at

<https://www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance>

- 6.10 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 6.11 The Recipient shall not publish any material referring to the Programme or the Council without the prior written agreement of the Council and the Parties shall agree joint public communications to be issued to promote the Programme. The Recipient shall acknowledge the support of the Council in any materials that refer to the Programme and in any written or spoken public presentations about the Programme. Such acknowledgements (where appropriate or as requested by the Council) shall include the Councils name and logo (unless otherwise agreed) and the Invest in Shropshire Economic Recovery logo using the templates provided by the Council from time to time.

- 6.12 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 6.13 The Recipient agrees to participate in and co-operate with promotional activities relating to the Programme that may be instigated and/or organised by the Council.
- 6.14 The Council may acknowledge the Recipient's involvement in the Programme as appropriate without prior notice.
- 6.15 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Programme.

7 Freedom of Information

- 7.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 7.2 The Recipient shall:
- 7.3 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- 7.4 transfer to the Council 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;
- 7.5 provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- 7.6 not respond directly to a request for information unless authorised in writing to do so by the Council.
- 7.7 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council 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 FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

8 Data Protection

- 8.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection 2018 and all other legislation and regulatory requirement in force from time to time which apply to a party relating to the use of Personal Data (as defined in the Data Protection Act 2018) and the privacy of electronic communications, which arise in connection with the Agreement.

9 Withholding, Suspending and Repayment Of Grant

- 9.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 9.2 the Recipient uses the Grant for purposes other than those for which they have been awarded;
- 9.3 the Council considers that the Recipient has not made satisfactory progress with the delivery of the Programme;
- 9.4 the Recipient is, in the reasonable opinion of the Council, delivering the Programme in a negligent manner;
- 9.5 the Recipient obtains duplicate funding from a third party for the Programme;
- 9.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Programme or the Council into disrepute;
- 9.7 the Recipient provides the Council with any materially misleading or inaccurate information;
- 9.8 the Recipient commits an offence under the Bribery Act 2010;
- 9.9 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);
- 9.10 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
- 9.11 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.
- 9.12 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

10 Anti-Discrimination

- 10.1 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.
- 10.2 The Recipient shall take all reasonable steps to secure the observance of clause 10.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Programme.

11 Human Rights

- 11.1 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).
- 11.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

12 Subsidy Control

- 12.1 The Recipient will use and administer the Grant in a manner which ensures compliance with the UK's international obligations in respect of subsidy control and with particular regard to the UK-EU Trade and Cooperation Agreement (TCA)

13 Limitation of Liability

- 13.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Programme, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, 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 Programme, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 13.2 Subject to clause 13.1, the Council's liability under this Agreement is limited to the payment of the Grant.

14 Warranties

- 14.1 The Recipient warrants, undertakes and agrees that:
- 14.2 it has all necessary resources and expertise to deliver the Programme (assuming due receipt of the Grant);
- 14.3 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 Council immediately of any significant departure from such legislation, codes or recommendations;
- 14.4 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 Programme;
- 14.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 14.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 14.7 all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- 14.8 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;
- 14.9 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
- 14.10 since the date of its last accounts there has been no material change in its financial position or prospects.

15 Insurance

- 15.1 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).

16 Duration

- 16.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Expiry Period.
- 16.2 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.

17 Termination

17.1 The Council 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.

18 Assignment

18.1 The Recipient may not, without the prior written consent of the Council, 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 Programme, transfer or pay to any other person any part of the Grant.

19 No Partnership or Agency

19.1 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.

20 Governing Law

20.1 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.

21 Entire Agreement

21.1 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.

Appendix 1 Bayston Hill Parish Council Welcome Back Fund Expenditure

Total WBF Allocation	Shropshire Council Commissioned Activity	Cost	Town Council Commissioned Activity	Cost
£8,687.00	Sweeping and cleaning of Landsdown Road Shopping area	£487.75	Repair and Replacement of street furniture	£3,500.00
			Promotional material for Landsdown Road Parade shops	£2,199.00
			Locally contracted cleaning and repairs to public realm	£2,500.00
			Subtotal	£8,199.00