



*City of*  
**BRADFORD**  
METROPOLITAN DISTRICT COUNCIL

Dated

2024

- (1) City of Bradford Metropolitan District Council
- (2) [Names of surgery partners]

### **Grant Agreement**

Relating to Extension Works at Grange Park Surgery, Grange Road, Burley in Wharfedale, Ilkley, West Yorkshire LS29 7HG.

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## Parties:

- (1) City of Bradford Metropolitan District Council of City Hall, Bradford, BD1 1HY (the "Council") and
- (2) **Names of Partners acting as agents for the Surgery Partnership**, of Grange Park Surgery, Grange Road, Burley in Wharfedale, Ilkley, West Yorkshire LS29 7HG together the "Recipient").

## Introduction

- A The Council has identified the Recipient's Project as a project which it will support under the Planning Act 2008 section 216 and regulation 59 of the Community Infrastructure Levy Regulations 2010 ("the CIL") as amended from time to time in relation to the Sun Lane Development.
- B The Council has therefore agreed to make the Grant to the Recipient to enable it to carry out the Project.
- C This grant agreement (the " **Agreement** " or "**Grant Agreement**") sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- D The Recipient is required to comply with these terms and conditions in order to ensure that the Grant is used for the purpose for which it was awarded and no other purpose.

## Agreed terms

### 1 Definitions

**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;

**Commencement Date** [**DN: INSERT DATE**];

**Council's Representative** the individual who has been nominated to represent the Council for the purposes of this Grant Agreement in accordance with clause 29.1;

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulations ((EU) 016/679); the Data Protection Act 2018 (and regulations made thereunder) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the Data Protection, Privacy and Electronic Communications

(Amendments etc.) (EU Exit) Regulations 2019/419; and the guidance and codes of practice issued by the Information Commissioner or other regulatory authority from time to time;

<b>Clawback</b>	means the repayment of the Grant to which the Council is entitled in accordance with clause 7 (Clawback) of this Agreement;
<b>Completion Date</b>	means the date when the Project is completed, and a completion certificate issued by the Council's Building Control Service or other approved person;
<b>Confidential Information</b>	any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and contractors of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation;
<b>Council's Representative</b>	the individual who has been nominated to represent the Council for the purposes of this Grant Agreement in accordance with clause 29.1;
<b>Disposal</b>	means the sale, let or other disposal of the Grant Recipient's interest in the Property and the words Dispose and Disposed shall be construed in line with this;
<b>Grant</b>	the sum of £400,000 to be paid to the Recipient in accordance with this Grant Agreement;
<b>Grant Period</b>	the period for which the Grant is awarded starting on the Commencement Date and ending on the expiry of the legal restriction specified in Clause 4.2;
<b>Intellectual Property Rights</b>	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;
<b>Know-How</b>	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;
<b>Law</b>	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or

requirements of any regulatory body with which the Recipient or the Council is bound to comply;

- Losses** all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses);
- Parties** the Recipient and the Council and Party shall be construed accordingly;
- Planning Permission** the planning permission for the Project reference number 22/03411/FUL | Construction of two storey extension and reconfigured car park, access and landscape | Grange Park Surgery Grange Road Burley in Wharfedale Ilkley West Yorkshire LS29 7HG;
- Prohibited Act**
- (a) offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing any action in relation the obtaining of execution of the agreement or any other Grant Agreement with the Council;
  - (b) showing, or forbearing to show, favour or disfavour to any person in relation to any person in relation to this Council or any other agreement with the Council or if any like acts shall have been done by any person employed by the Recipient, or acting on the Recipient's behalf (whether with or without the knowledge of the Recipient);
  - (c) in relation to any Grant Agreement with the Council the Recipient, or any person employed by the Recipient, or acting on the Recipient's behalf commits any offence under the Bribery Act 2010 or any amendment to it;
  - (d) gives any fee or reward the receipt of which is an offence under section 117 (2) of the Local Government Act 1972;
  - (e) The Recipient warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Recipient or on the Recipient's behalf;
  - (f) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
    - (i) for doing or not doing (or for having done or not having done) any act in relation to the

obtaining or performance of this Grant Agreement or any other Grant Agreement with the Council; or

- (ii) for showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other Grant Agreement with the Council;
- (g) entering into this Grant Agreement or any other grant agreement with the Council in connection with which 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 grant agreement is entered into particulars of any such commission and of the terms and conditions of any such Grant Agreement for the payment thereof have been disclosed in writing to the Council;
- (h) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under Law creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Grant Agreement or any other grant agreement with the Council; or
  - (iv) defrauding or attempting to defraud or conspiring to defraud the Council; or defrauding or attempting to defraud or conspiring to defraud the Council;

**Project** has the meaning set out in Schedule 1 to this Grant Agreement;

**Recipient Personnel** all employees, workers, staff, agents, consultants and any sub-contractor of the Recipient engaged in the provision of the Project at any time;

**Recipient's Representative** the individual who has been nominated to represent the Recipient for the purposes of this Grant Agreement in accordance with clause 30.1;

**Relevant Requirements** all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

**Request for Information** a request for information or an apparent request for information under the FOIA or the EIR;

## 2 Interpretation

In this Grant Agreement unless the context otherwise requires:

- 2.1 headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Grant Agreement;
- 2.2 all references to clauses and Schedules are references to the clauses of and the schedules to this Grant Agreement unless otherwise stated;
- 2.3 the Schedules form part of this Grant Agreement;
- 2.4 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, documents or other instrument as amended, supplemented, substituted, novated or assigned from time to time;
- 2.5 all references to any statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other sub-ordinate legislation made under the relevant statute or statutory provision;
- 2.6 words importing the singular include the plural and vice versa;
- 2.7 words importing a gender include all genders;
- 2.8 "person" includes an individual, partnership, forum, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;



- 2.9 the words "include" and "including" are to be construed without limitation and the rule of construction known as ejusdem generis shall not apply to this Grant Agreement;
- 2.10 references to sub-contractors shall be to sub-contractors of any tier;
- 2.11 any obligation on a party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 2.12 subject to any express provisions of this Grant Agreement to the contrary, the obligations of any party are to be performed at that party's own expense.

### **3 Grant Period**

- 3.1 The Grant shall be accepted by the Recipient within 3 (three) months of offer by the Council, and the Project must be commenced within 6 (six) months of offer. If the Recipient does not accept and/or commence work on the Project within these timescales the Council shall have the right to withdraw the Grant.
- 3.2 Except where otherwise specified, the terms of this Grant Agreement shall apply from the date of this Grant Agreement until the expiry of the legal restriction referred to in Clause 4.2. (Grant Period.)
- 3.3 Any obligations under this Grant Agreement that remain unfulfilled following the expiry or termination of the Grant Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

### **4 Payment of Grant**

- 4.1 Subject to clauses 4.2, 4.2 and 4.24 the Council shall pay the Grant to the Recipient in accordance with Schedule 2, provided that the necessary funds from the CIL are available to the Council when payment falls due. The Recipient therefore agrees that payment of the Grant can only be made to the extent that the Council has available funds.
- 4.2 No Grant shall be paid unless and until the Recipient has provided to the Council evidence of planning permission having been obtained for the Project, the Recipient has confirmed it will comply with all planning conditions in connection with the planning permission, the Recipient has agreed with the Council to enter into a legal restriction over the Property in the form set out in Schedule 5, to the effect that no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the Department of Place Planning, Transportation and Highways Team or their Lawyer in the PCD team of City of Bradford Council, City Hall, Third Floor, Room 304, City Hall, Bradford, BD1 1HY quoting Sun Lane CIL, such legal restriction to remain in place for ten years after the Completion Date, and the Recipient has provided confirmation to the Council of funding from their lender and the Integrated Care Board (ICB) and the schedule of those payments.
- 4.3 Before any Grant is paid, the Council must be satisfied (in its absolute discretion) that such payment will be used for proper expenditure in the

delivery of the Project. No Grant shall be paid unless the Council is satisfied that the Project will be delivered in accordance with the terms of this Grant Agreement.

- 4.4 The Council shall not be obliged to increase the amount of the Grant in any circumstances, including the event of overspend by the Recipient in the delivery of the Project.
- 4.5 The Grant shall be paid into an ordinary business bank account of the Recipient and must at all times be able to be clearly identified and auditable as Grant funds held separate to the Recipient's other funds. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 4.6 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 4.7 The Recipient acknowledges and agrees that it shall repay to the Council any money incorrectly paid to it by the Council for any reason, including (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. Any such repayment shall be made by the Recipient within 10 working days of it becoming aware of the incorrect payment.
- 4.8 Following the final payment of the Grant under this agreement, the Council shall not be obliged to provide any additional funding to the Recipient for any purpose.

## **5 Purpose of Grant**

- 5.1 The Grant is made by the Council to the Recipient for the purposes of delivering the Project in accordance with the terms and conditions of this Grant agreement.
- 5.2 The Recipient shall not use the Grant for any purpose other than the Project without the prior written agreement of the Council.
- 5.3 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

## **6 Withholding, Suspending and Repayment of Grant**

- 6.1 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:
  - 6.1.1 planning permission for the Project is not obtained by the Grant Applicant;
  - 6.1.2 the legal restriction on the Property referred to in Clause 4.2 is not completed;

- 6.1.3 the Recipient uses the Grant for purposes other than those for which they have been awarded;
- 6.1.4 the delivery of the Project does not start prior to the expiry of the Planning Permission on 17<sup>th</sup> October 2025, the Planning Permission has therefore expired and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- 6.1.5 the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- 6.1.6 the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- 6.1.7 the Recipient obtains duplicate funding from a third party for the Project in addition to the funding from the Council and the Integrated Care Board referred to in this Agreement;
- 6.1.8 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 Project or the Council into disrepute;
- 6.1.9 the Recipient provides the Council with any materially misleading or inaccurate information;
- 6.1.10 the Recipient has failed to comply with any of its obligations under this Grant Agreement which is not capable of remedy;
- 6.1.11 the Recipient commits or committed a Prohibited Act;
- 6.1.12 the Recipient, or any Recipient Personnel 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 Council, bring or are likely to bring the Council's name or reputation into disrepute;
- 6.1.13 whilst the legal restriction referred to in Clause 4.2 applies, the Property is no longer used as a doctor's surgery or 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);
- 6.1.14 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;
- 6.1.15 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement which is capable of remedy and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

6.1.16 the Parties are unable to resolve a Dispute between them in accordance with clause 28 (Dispute Resolution).

6.2 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 Grant Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

## 7 Clawback

7.1 In the event that the Property is Disposed of within the term of the legal restriction, the Council shall apply Clawback to the Grant on a sliding scale to be calculated in accordance with this clause 7.

7.2 Repayment of the Grant shall be made by the Grant Recipient on or as soon as possible after a Disposal of the Property has been completed.

7.3 The sums repayable will be capped in relation to the number of years to have elapsed since the Completion Date, to a limit of ten years, as follows:

<b>Years elapsed</b>	<b>Percentage value of Grant subject to Clawback</b>
0-6	Up to 100
6-7	Up to 90
7-8	Up to 70
8-9	Up to 50
9-10	Up to 30

## 8 Recipient Responsibilities

- 8.1 The Grant shall be used by the Recipient for the delivery of the Project, as described at Schedule 1 (the "Project"). The Recipient shall not use the Grant to:
- 8.1.1 make any payment to members of staff of the Recipient;
  - 8.1.2 spend any part of the Grant on the delivery of the Project after the end of the Grant Period; or
  - 8.1.3 apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Grant Agreement.
  - 8.1.4 fund any other project other than the Project described at Schedule 1.
- unless this has first been approved in writing by the Council.
- 8.2 The recipient shall:
- 8.2.1 Repay any part of the grant which is not required by the Recipient for the purposes of the Project to the Council.
- 8.3 Any costs and liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient.
- 8.4 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council 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 Council is funding in full under this Grant Agreement.
- 8.5 The Recipient is required to consult with the Council in the event that a change is proposed to any of the following:
- 8.5.1 The Project, which means it cannot continue to the approved plans and requires a revised planning application.
  - 8.5.2 The construction plan for the Project.

## 9 Law

9.1 The Recipient must comply and secure compliance with this Grant Agreement and the Recipient hereby warrants that it shall not act or omit to act in any way that may cause the Recipient or the Council to breach any legislation or regulations.

9.2 Further to clause 9.1 the Recipient acknowledges that the Project must comply with applicable Law relating to its application.

## 10 Recipient Warranties and Undertakings

10.1 The Recipient warrants and represents to the Council that on the date hereof:

10.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;

10.1.2 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Grant Agreement;

10.1.3 it shall at all times comply with all relevant Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such Law, codes or recommendations;

10.1.4 following receipt of the Grant it will have all necessary resources and expertise to deliver the Project;

10.1.5 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 Grant Agreement; and

10.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

10.1.7 all relevant financial and other information concerning the Recipient has been disclosed to the Council and is to the best of the Recipient's knowledge and belief is true and accurate;

10.1.8 since the date of its last accounts there has been no material change in its financial position or prospects.

10.1.9 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;

10.1.10 all action necessary on the part of the Recipient to authorise the execution of and the performance of its obligations under this Grant Agreement has been taken or;

- 10.1.11 the obligations expressed to be assumed by the Recipient under this Grant Agreement are legal, valid, binding and enforceable to the extent permitted by Law and is in the proper form for enforcement in England;
  - 10.1.12 it has not committed, and will not commit, and shall procure that the Recipient Personnel have not committed and shall not commit any Prohibited Act;
  - 10.1.13 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;
  - 10.1.14 the execution, delivery and performance by it of this Project does not contravene any provision of:
    - (a) any existing Law either in force, or enacted but not yet in force binding on the Recipient;
    - (b) the Partnership Agreement of the Recipient;
    - (c) any order or decree of any court or arbitrator which is binding on the Recipient; or
    - (d) any obligation which is binding upon the Recipient or upon any of its assets or revenues;
  - 10.1.15 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Recipient, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues; and
  - 10.1.16 it has not paid commission or agreed to pay any commission to any employee, agent, sub-contractor, officer or member of the Council either directly or through another on its behalf; and the Council relies upon such warranties and representations.
- 10.2 The Recipient warrants and undertakes to the Council that for so long as this Grant Agreement remains in full force:
- 10.2.1 it will upon becoming aware that any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or relevant council may be threatened or pending and immediately after the commencement thereof (or within twenty (20) Business Days of becoming aware the same may be threatened or pending or with twenty (20) Business Days after the commencement thereof where the litigation or arbitration or administrative or adjudication or mediation proceedings is against a sub-contractor) give the Council notice of all such litigation, arbitration, administrative or adjudication or mediation proceedings which would adversely affect, to an extent which is material in the context of the delivery of the Services, the

Recipient's ability to perform its obligations under this Grant Agreement;

10.2.2 it will not without the prior written consent of the Council (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend or otherwise dispose of the whole or any part of its business or assets which would materially affect the ability of the Recipient to carry out the Project;

10.2.3 it will not cease to be resident in the United Kingdom or transfer in whole or in part its undertaking, business or trade outside the United Kingdom;

10.3 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Recipient in this Grant Agreement are cumulative and none shall be given a limited construction by reference to any other.

## **11 Termination**

The Council may terminate this Grant Agreement and any future 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. If any Grant payments payable in arrears are outstanding to the Recipient during the notice period, the Council shall terminate those payments in its absolute discretion.

## **12 Insurance**

12.1 The Recipient shall take out and maintain with a reputable insurance underwriter or companies a policy or policies of insurance which are adequate to cover its liability under the terms of the Grant Agreement; and any other insurances required in order to comply with the Law for the duration of the Grant Period. These insurances must be effective in each case not later than the date on which the relevant risk commences.

12.2 The insurances referred to in this clause 12 shall include but not be limited to the following, in each case for any one occurrence or series of occurrences arising out of one event:

12.2.1 Professional Indemnity Insurance to the value of £2m

12.2.2 Employers' Liability Insurance to the value of £5m

12.2.3 Public Liability Insurance to the value of £10m

12.2.4 A policy of insurance against all reasonable risks for the Property and any materials and goods used in the Project, for the full value of the Property following the completion of the Project. This shall be held jointly by the Recipient and its contractor for the Project unless the Council agrees otherwise in writing.



12.3 Any sums received as a result of an insurance claim must be used to reinstate the Property or replace any of the Project goods and materials unless the Council either:

- (a) agree otherwise in writing; or
- (b) determine, in their opinion, that reinstatement/replacement is not reasonably practical;

in which case the Grant Recipient shall be required to first use the insurance sums to repay the Grant that it has already received from the Council.

12.4 The Recipient shall provide to the Council on request, copies of all insurance policies referred to in this clause 12 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

12.5 The Recipient shall not take any action or fail to take any reasonable action, or permit anything to occur, which would entitle any insurer to refuse to pay any claim under any insurance policy referred to in clause 12.

### **13 Limitation on liability**

13.1 Neither Party excludes or limits liability to the other Party for:

- 13.1.1 death or personal injury;
- 13.1.2 fraud; or
- 13.1.3 fraudulent misrepresentation.

13.2 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 Project, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.

13.3 The Council 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 withdrawal of the Grant.

13.4 Subject to clause 13.1, the Council's liability under this Grant Agreement is limited to the amount of the Grant.

### **14 IPR**

14.1 All Intellectual Property Rights

- 14.1.1 owned by the Council before the Commencement Date or developed by the Council during the Grant Period shall remain the property of the Council; and

- 14.1.2 owned by the Recipient before the Commencement Date shall remain the property of the Recipient.
- 14.1.3 developed or created by the Recipient during the Grant Period that relate to the Project shall belong to the Council.
- 14.2 Where the Council 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 cease to use such Intellectual Property Rights immediately upon termination of this Grant Agreement and shall either return or destroy such Intellectual Property Rights as requested by the Council.
- 14.3 The Recipient acknowledges and agrees that all rights, titles and interests in or to any information, documents, procedures, technology, Know-How, reports or any other Intellectual Property Rights developed or created by the Recipient during the Grant Period shall belong to the Council.

## **15 Freedom of Information and confidentiality**

- 15.1 Subject to clause 15.2 below, each party shall during the Grant Period of this Grant Agreement keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it by the other party as a result of this Grant 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 Grant Agreement or save as expressly authorised in writing.
- 15.2 Nothing in this clause 15.2 shall prevent either party from disclosing Confidential Information where:
  - 15.2.1 it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, to its professional advisors or insurers.
  - 15.2.2 at the time of disclosure the information which is disclosed is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Grant Agreement by the receiving party;
  - 15.2.3 the information is already known to the receiving party at the time (as evidenced by the written records of the receiving party) 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
  - 15.2.4 at any time after the date of this Grant Agreement the information is acquired by the receiving party from a third party having the right to disclose at the same time to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 15.3 The Recipient acknowledges that the Council is subject to the Freedom of Information Act 2000 (“FOIA”) and the Environmental Impact Regulations 2004 (“EIR”) and the Recipient notes and acknowledges the FOIA, the EIR and

the Local Government Transparency Code (“Codes of Practice”) under section 45 and 46 of the FOIA. The Recipient will act in accordance with the FOIA, the EIR and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Recipient from time to time) to the extent that they apply to the Recipient’s obligations under this Grant Agreement.

15.4 The Recipient agrees that:

15.4.1 without prejudice to the generality of clause 15.3, the provisions of this clause 15.4 are subject to the obligations and commitments of the Council under the FOIA and the Codes of Practice issued under section 45 and 46 of the FOIA.

15.4.2 where it considers that any information should not be available for disclosure, it will:

- (a) identify it specifically; and
- (b) explain the grounds for exemption from disclosure and the time period applicable to that sensitivity.

15.5 All decisions regarding disclosure of information following a Request For Information will be made at the sole discretion of the Council. The Recipient acknowledges that, even where the Recipient has indicated that information is commercially sensitive, the Council may be required to disclose it under the FOIA or EIA, with or without consulting the Recipient and although the Council will use reasonable endeavours to consult with the Recipient prior to any disclosure, the Council shall not be under any further obligation to consult the Recipient prior to disclosure.

15.6 The Recipient shall transfer to the Council any Request for Information it should receive, as soon as practicable after receipt and in any event within five (5) Business Days of receiving a Request for Information.

15.7 Where the Council is managing a request as referred to in clause 15.6 the Recipient shall co-operate with the Council and shall respond together with copies of any documentation so requested within five (5) Business Days of any request by it for assistance.

**16 Data Protection Legislation**

The Recipient must comply at all times with the Data Protection Legislation and shall not perform its obligations under this Grant Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation and shall ensure that appropriate processes are in place to protect the privacy of all personal identifiable information and prevent data breaches.

## 17 Bribery and Fraud

- 17.1 The Recipient represents and warrants that neither it, nor to the best of its knowledge any Recipient Personnel, have at any time prior to the Commencement Date:
- 17.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - 17.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or grant agreements on the grounds of a Prohibited Act.
- 17.2 The Recipient shall not during the term of this Grant Agreement:
- 17.2.1 commit a Prohibited Act; and/or
  - 17.2.2 do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 17.3 The Recipient shall during the term of this Grant Agreement:
- 17.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
  - 17.3.2 keep appropriate records of its compliance with its obligations under clause 17.3.1 and make such records available to the Council on request.
- 17.4 The Recipient shall immediately notify the Council in writing if it becomes aware of any breach of clause 17.1 and/or 17.2, or has reason to believe that it has or any of the Recipient Personnel have:
- 17.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - 17.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
  - 17.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Grant Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Grant Agreement has committed or attempted to commit a Prohibited Act.
- 17.5 If the Recipient makes a notification to the Council pursuant to clause 17.4, the Recipient shall respond promptly to the Council's enquiries, co-operate

with any investigation, and allow the Council to review any documents, records and/or any other relevant documentation in accordance with clause 23.4.

17.6 If the Recipient is in breach of clauses 17.3.1 and/or 17.2, the Council may by notice:

17.6.1 require the Recipient to remove from performance of this Grant Agreement any Staff whose acts or omissions have caused the breach;  
or

17.6.2 immediately terminate this Grant Agreement.

17.7 Any notice served by the Council under clause 17.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Grant Agreement shall terminate).

## **18 Discrimination**

18.1 The Recipient acknowledges the Council's obligations under equality Law and agrees to perform its obligations under this Grant Agreement, and agrees to procure that any Recipient Personnel shall perform their obligations in relation to the Project with regard to:

18.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

18.1.2 the Council's equality and diversity policy as updated from time to time; and

18.1.3 the Equality and Human Rights Commission's Code of Practice in Employment as updated from time to time;

18.1.4 Any other relevant statutory code of practice in relation to equalities legislation or and prevention of discrimination in the workplace.

18.1.5 any other requirements and instructions which the Council imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law or under the Council's own policies or rules; and

18.2 The Recipient shall take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

18.3 The Recipient shall provide to the Council such information as the Council may require within 10 days of receipt of a request from the Council.

18.4 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with equality Law which causes or may cause the Council to be in breach of its

obligations under equality Law the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.10

## **19 Human rights**

- 19.1 The Recipient shall, and shall procure that the Recipient Personnel shall at all times comply with the provisions of the Human Rights Act 1998 (the “HRA 1998”) in the performance of the Project.
- 19.2 The Recipient shall undertake or refrain from undertaking, and shall procure that the Recipient Personnel shall undertake or refrain from undertaking, such acts as the Council requests in order to enable the Council to comply with its obligations under the HRA 1998.
- 19.3 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with the provisions of the HRA 1998 which causes or may cause the Council to be in breach of its obligations under the HRA 1998 the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.10
- 19.4 The Recipient shall indemnify the Council against any loss or liability (including any interest, penalties or costs incurred) which arises as a result of a breach by the Recipient of its obligations under this clause 19.

## **20 Conflict of interest**

- 20.1 The Recipient acknowledges and agrees that no Conflict of Interest exists between the Recipient and or any Recipient sub-contractor and the Council at the date stated on the face of this Grant Agreement. In the event that the Recipient becomes aware of a Conflict of Interest between its own interests or those of a Recipient sub-contractor and the Council, it shall notify the Council of the full details of any such Conflict of Interest immediately.
- 20.2 The Council reserves the right to terminate this agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a Conflict of Interest between itself and the Recipient or a Recipient sub-contractor.

## **21 Assignment/novation**

- 21.1 The Recipient shall not assign, novate, or otherwise transfer its rights and obligations under this Grant Agreement in whole or in part except with the prior written consent of the Council.

## **22 Monitoring and Reporting**

- 22.1 The Recipient shall:
  - 22.1.1 monitor the delivery and success of the Project throughout the Grant Period to ensure the aims and objectives of the Project are being met

and that the Recipient is complying with the terms and conditions of this Grant Agreement.

- 22.1.2 provide the Council with a financial report (which must include evidence that the Fund is being maintained as required by this Grant Agreement) and an operational report on its use of the Grant and delivery of the Project every 2 months and a final report upon completion of the Project in such formats as the Council may reasonably require. The operational report shall contain the information set out at Schedule 3. The Recipient shall provide the Council with each report within 14 days of the last day of the month to which it relates.
- 22.1.3 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 Grant Agreement.
- 22.1.4 provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed and if the Project has not been successfully and properly completed the final report shall explain why.
- 22.2 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.
- 22.3 The Council may monitor the performance of the Project by the Recipient and the Recipient shall co-operate with the Council in carrying out such monitoring as the Council considers necessary at no additional cost to the Council.
- 22.4 The Recipient acknowledges and agrees it shall permit the Council (and any person authorised by the Council) 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 Grant Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 22.5 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its absolute discretion, the Council 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.

## **23 Accounts and Records**

- 23.1 The Recipient shall:
  - 23.1.1 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
  - 23.1.2 Maintain detailed records relating to the performance of its obligations under this Grant Agreement;

- 23.1.3 provide such access as the Council may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this clause 23;
- 23.2 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 23.3 The Recipient shall keep all relevant documents in relation to its expenditure of the Grant, including without limitation invoices, receipts, and accounts and any other relevant documents for a period of at least twelve (12) years following receipt of any Grant monies to which they relate.
- 23.4 Following a request by the Council, the Recipient shall permit the Council to review the Recipient's accounts and records that relate to the expenditure of the Grant and the Council shall have the right to take copies of such accounts and records.
- 23.5 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.
- 23.6 The Recipient must provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

#### **24 Assistance in legal proceedings**

- 24.1 The Recipient shall, when reasonably requested to do so by the Council, provide all information that is relevant to the performance of its obligations under this Recipient to the Council free of charge in connection with any actual or expected legal proceedings in which the Council is or may be involved or any relevant internal disciplinary hearing at the Council.
- 24.2 The Recipient shall ensure that its servants, employees, agents, sub-contractors, professional advisors and consultants are available to be interviewed in connection with or to give evidence in relation to such proceedings or hearings.
- 24.3 In circumstances where:
- 24.3.1 it is reported that a Loss (incurred by any person or body) has either been caused by or has been contributed to by an act or omission on the part of the Recipient; and
- 24.3.2 the Council decides to, in light of such finding, make a payment to or provide some other benefit to such person or body;

then the Recipient shall either reimburse the Council the amount of any such payment or pay to the Council the reasonable cost of any such benefit as is applicable and proportionate to the act or omission of the Recipient. The Recipient may also deduct any such amounts from any payment otherwise due to the Recipient under this Grant Agreement.



## **25 Council's obligations/fettering discretion**

- 25.1 Save as otherwise expressly provided, the obligations of the Council under this Grant Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in this Grant Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under this Council (howsoever arising) on the part of the Council to the Recipient.

## **26 Canvassing**

The Recipient warrants that, up until the date of this Grant Agreement, it has not directly or indirectly canvassed any member, official or employee of the Council or their advisers in relation to this Grant Agreement or its subject matter.

## **27 Public Relations and Publicity**

- 27.1 The Recipient shall not make any announcement (including advertisements) or publish any document or make any communication whether written or oral in relation to the Grant or the Council in any way without obtaining the prior approval of the Council.
- 27.2 The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any public communications about the Project. Such acknowledgements shall include the name and logo of the Council (or any future name or logo adopted by the Council) using the logos as provided by the Council to the recipient from time to time.
- 27.3 The Council may from time-to-time request that the Recipient shall participate in and co-operate with promotional activities relating to the Project organised or instigated by the Council and the Recipient shall comply with such requests.
- 27.4 The Council may acknowledge the Recipient's involvement in the Project without prior notice.
- 27.5 The Recipient shall ensure that Recipient Personnel, professional advisors and consultants comply with the provisions of this clause 277.
- 27.6 In circumstances where an announcement is required by Law, any governmental or regulatory Council, or by any court or other competent Council, the Recipient shall notify the Council as soon as is reasonably practicable in accordance with the provisions of this Grant Agreement. The Recipient shall use reasonable endeavours to agree the content of the announcement with the Council before making it.
- 27.7 The provisions of this clause 27 shall apply throughout the duration of this Grant Agreement and indefinitely beyond either its expiry or termination.

## **28 Dispute resolution**

- 28.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute (a "Dispute") between them arising out of or in connection with the

Grant Agreement within ten (10) Business Days of either Party notifying the other of the dispute.

28.2 In the event that the Dispute cannot be resolved within in ten(10) Business Days of notification being provided the Parties shall escalate the dispute to the Finance Director/Chief Executive of the Council and the [Managing Director/Chief Executive] (or equivalent) of the Recipient.

28.3 In the event that the parties cannot reach agreement in relation to a Dispute following the procedure set out at clauses 28.1 and 28.2 the Council shall be entitled to terminate this agreement immediately by notice in writing to the Recipient and the Grant shall be repaid to the Council by the Recipient.

## 29 Council's Representative

29.1 The Council will appoint an individual who will act as the Council's Representative and who shall be responsible for operational matters:

Michala Bartle

## 30 Recipient's Representative

30.1 The Recipient will appoint an individual who will act as the Recipient's Representative and who shall be responsible for the following matters:

*[DN: INSERT MATTERS WHICH WILL BE THE RESPONSIBILITY OF THE RECIPIENT'S REPRESENTATIVE]*

## 31 Notices

31.1 A notice (or any other communication) from one party to the other under or in connection with this Grant Agreement shall be:

31.1.1 in writing;

31.1.2 signed on behalf of the Party giving it;

31.1.3 marked for the attention of the Council's Representative; or

31.1.4 marked for the attention of *[DN: INSERT NAME OF RECIPIENT PARTY WHO WILL BE RESPONSIBLE FOR THE MANAGEMENT OF THE GRANT]*

31.1.5 sent by a delivery method listed in clause 31.2

31.2 The table below sets out the delivery methods by which a notice (or any other communication) in connection with this Grant Agreement may be sent as well as the corresponding dates and times of deemed delivery that shall apply:

Delivery Method	Deemed Delivery
By hand	On signature of a delivery receipt.

By pre-paid first class post, recorded delivery or other next Business Day delivery service	At 09:00 on the second Business Day after posting.
By fax	At the point of transmission or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.
By document exchange (DX)	At 09:00 on the second Business Day after being put into the DX.
By electronic mail	Save for when returned as undelivered, either at the time of sending or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.

31.3 All references to the time of deemed delivery is to local time in the place of deemed receipt.

31.4 This clause shall not apply to the service of proceedings or any other document in connection with any legal action or, if applicable, in connection with any other method of dispute resolution.

## **32 Survival of termination**

32.1 On termination or expiry of this Grant Agreement, the following clauses shall continue in force: clause 7; clause 8; clause 9; clause 10; clause 11; clause 12; clause 13; clause 14; clause 15; clause 16; clause 18; clause 19; clause 24; clause 27.

## **33 Severability**

33.1 If any term, condition or provision of this Grant Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions or any other documents referred to in this Grant Agreement.

## **34 No Agency**

34.1 Nothing in this Grant Agreement shall be construed as creating a partnership or as a contract of employment between the Council and the Recipient.

34.2 Save as expressly provided otherwise in this Grant Agreement, the Recipient shall not be, or be deemed to be, an agent of the Council and the Recipient shall not hold itself out as having authority or power to bind the Council in any way.

34.3 Without limitation to its actual knowledge, the Recipient shall for all purposes of this Grant Agreement, be deemed to have such knowledge in respect of the Project as is held (or ought reasonably to be held) by any Recipient Personnel.

### **35 Waiver**

- 35.1 A waiver of any right or remedy either by Law or under this Grant Agreement shall only be effective if it is notified to the other party in accordance with clause 31 and is expressly stated to be a waiver.
- 35.2 No waiver of any right or remedy arising from a breach of this Grant Agreement shall be deemed to be a waiver of any right or remedy relating to any subsequent breach of this Grant Agreement.
- 35.3 Any failure or delay by a party to exercise any right or remedy either by law or under this Grant Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy either by law or under this Grant Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

### **36 Third Party Rights**

- 36.1 This Grant Agreement does not and is not intended to confer any contractual benefit or any person pursuant to the terms of the Contracts (rights of Third Parties Act 1999. Counterparts
- 36.2 This Grant Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.
- 36.3 No single counterpart shall be effective until each Party has executed and delivered at least one counterpart.

### **37 Variation**

All additions, amendments and/or variations to this Grant Agreement must be annexed to this Grant Agreement and be in writing and shall only be binding if signed or initialled by the Representatives of the Council and the Recipient.

### **38 Entire Agreement**

- 38.1 This Grant Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.
- 38.2 The Recipient acknowledges and agrees that in entering into this Grant Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Grant Agreement.
- 38.3 Nothing in this clause 38 shall operate to exclude any liability for fraud.

**IN WITNESS WHEREOF** this Agreement has been executed as a deed by the duly authorised representatives of the parties on the date shown at the beginning of this Agreement.

**THE COMMON SEAL OF  
CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL**  
was hereunto affixed in the presence of

Authorised by the Director of Legal and  
Governance



Signed as a deed by [NAME OF PARTNERSHIP] through its agent  
[NAME OF PARTNER], a partner

.....  
[SIGNATURE OF PARTNER]

in the presence of

.....  
[SIGNATURE OF WITNESS]  
[NAME OF WITNESS]  
[ADDRESS OF WITNESS]  
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF  
PARTNER], a partner

in the presence of

.....  
[SIGNATURE OF WITNESS]  
[NAME OF WITNESS]  
[ADDRESS OF WITNESS]  
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF  
PARTNER], a partner

in the presence of

.....  
[SIGNATURE OF WITNESS]  
[NAME OF WITNESS]

[ADDRESS OF WITNESS]  
[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF PARTNERSHIP] through its agent [NAME OF PARTNER], a partner

in the presence of

.....  
[SIGNATURE OF WITNESS]  
[NAME OF WITNESS]  
[ADDRESS OF WITNESS]  
[OCCUPATION OF WITNESS]

DRAFT

## Schedule 1 - The Project

Construction of a two-storey extension, reconfigured car park, access and landscaping works at Grange Park GP Surgery, Grange Road, Burley in Wharfedale. The extension will provide additional floor space to allow the Surgery to accommodate larger patient numbers and provide NHS medical services.

DRAFT



**Schedule 2 - Payment of the Grant**

The maximum sum of grant payable by the Council is £400,000.

The grant payments will be made on a monthly basis commencing on (insert date) 2024 subject to receipt of certified invoices and a satisfactory surveyor’s report into (insert bank details of Recipient bank)]

The schedule of grant payments to be made by the Council is as follows: -

- Month 1 - £80,000
- Month 2 - £80,000
- Month 3 - £80,000
- Month 4 - £80,000
- Month 5 - £80,000

The proposed scheme funding is set out as follows: -

Proposed scheme funding:	CIL Grant	£400,000
	Recipient’s bank loan	£XXXX
	ICB Grant	£XXX

Total Scheme Cost £XXXXX

Broken down as follows: -

	CIL Grant	Loan	ICB
Month 1	£80,000	£XXX	£xxx

ICB payments are profiled to reimburse professional fees and initial site preparation work.

Month 2	£80,000	£xxxx	£xxxx
Month 3	£80,000	£xxxxx	

CIL grant payments made at the end of the month so that funding is available to pay certified works invoices.

Month 4	£80,000	£xxxxx
Month 5	£80,000	£xxxxx

Loan drawdown approvals based on certified works invoices.

Totals	£400,000	£xxxxx	£xxxx	£xxxxx
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The funding flow arrangements are intended to ensure that the Recipient has sufficient cash available to pay the works invoices as they fall due each month. In relation to the CIL grant funding, should the works invoice payment in any one month exceed £80,000, then an additional top-up

payment would be made by the Council, but the maximum grant value would remain at £400,000 with subsequent month's payments being reduced accordingly.

Should circumstances arise during the Project that cause scheme costs to increase, then the ICB would provide a 66% funding contribution towards those costs with the balance being funded by the Recipient.

DRAFT

### **Schedule 3 - Reporting Obligations**

A report by the Recipient every two months and a final report upon completion of the Project.

The reports to include a summary of project milestones and a section on each milestone confirming works completed to achieve that milestone.

A breakdown of funding used to date and how that funding has been applied.

Anticipated end date of full project including date the extension is likely to be brought into use and anticipated costs at completion of the Project.

DRAFT

DRAFT

## Schedule 4- Form of Legal Restriction

# HM Land Registry

## Application to enter a restriction

# RX1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at [www.gov.uk/land-registry](http://www.gov.uk/land-registry).

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

HM LAND REGISTRY USE ONLY  
Record of fees paid

Particulars of under/over payments

Reference number  
Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the attached plan'.

Complete details of charge if appropriate.

1 Local authority serving the property:

2 Title number(s) of the property:

3 Property:

The restriction applied for is to affect

- the whole of the registered estate  
 the part(s) of the registered estate as shown:

- the registered charge(s) dated in favour of:

To find out more about our fees visit [www.gov.uk/government/collections/fees-land-registry-guides](http://www.gov.uk/government/collections/fees-land-registry-guides)

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

List the documents lodged with this form. If this application is accompanied by either Form AP1 or FR1 please only complete the corresponding panel on Form AP1 or DL (if used). Original documents are only required if your application is a first registration, when we will return the originals if a certified copy has been supplied. If your application is not a first registration then we only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

Provide the full name(s) of the person(s) applying to enter the restriction. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

This panel must always be completed.

A key number is only available to professional customers, such as solicitors.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions. However if you insert an email address, we will use this whenever possible. Where an application is lodged by e-DRS all documents and correspondence will be dealt with electronically.

We will only issue warning of cancellation letters to conveyancers if an email address is inserted.

4 Application and fee	
Application	Fee paid (£)
Entry of restriction	
Fee payment method	
<input type="checkbox"/> cheque made payable to 'Land Registry'	
<input type="checkbox"/> direct debit, under an agreement with Land Registry	
5 Documents lodged with this form:	
6 The applicant:	
7 This application is sent to Land Registry by	
Key number (if applicable):	
Name:	
Address or UK DX box number:	
Email address:	
Reference:	
Phone no:	Fax no:

You must place 'X' in only one box in this panel. See Practice Guide 19 if you are unsure which option you need to select.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose evidence of the applicant's entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent with this application. HM Land Registry may destroy documents after scanning.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent and evidence of entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

8 The applicant is entitled to apply for a restriction because

**(A) Applicant is the registered proprietor**

The applicant is the registered proprietor of the estate/charge referred to in panel 3

**(B) Applicant is entitled to be registered as the proprietor**

Evidence of that entitlement accompanies this application

I am the applicant's conveyancer and certify that I am satisfied that the applicant is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of the applicant's entitlement, or an application for registration of the applicant as proprietor is pending at Land Registry

**(C) Application made with the consent of the registered proprietor**

The relevant consent accompanies this application

I am the applicant's conveyancer and certify that I hold the relevant consent

**(D) Application made with the consent of person entitled to be registered as proprietor**

The relevant consent and evidence of that entitlement accompany this application

I am the applicant's conveyancer and I certify that the relevant consent accompanies this application.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

I am the applicant's conveyancer and I certify that I hold the relevant consent.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

**(E) Other evidence in support of applicant's claim**

None of the above statements applies but the applicant has the following sufficient interest in the making of the entry of the restriction applied for in panel 9

- The applicant has made the statement in panel 12
- I am the applicant's conveyancer and I certify as to the applicant's interest in panel 13

DRAFT



Set out in full the wording of the restriction required. For standard form restrictions, also insert the reference letter(s) of the form. For non-standard form restrictions delete the words in square brackets. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. Further guidance is contained in Practice Guide 19.

You must set out the wording of the restriction in full, unless you are applying for a standard form of restriction that has no variable content.

You must include the address(es) for service where a standard form of restriction requires an address to be included or where any other restriction requires a consent or certificate to be provided, or notice to be served on the restrictioner. Each restrictioner may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

If the restriction refers to a registered company or limited liability partnership incorporated anywhere in the United Kingdom include the registered number (including any prefix) immediately after the name of the company. For an overseas company include the territory of incorporation and if its particulars are registered at Companies House, state the registered number in England and Wales.

If a conveyancer is acting for the applicant, that conveyancer must sign. If no conveyancer is acting, the applicant (and if more than one person then each of them) must sign.

The conveyancer must sign if they have given one of the certificates referred to in panel 8.

See panel 8.

9 The applicant applies to enter a restriction [in standard form ] against the estate/charge referred to in panel 3 in the following words:

10 Signature of applicant or their conveyancer: .....  
Date:

11 I/We consent to the entry of the restriction specified in panel 9 against the estate or charge referred to in panel 3.

Print full name	Signature
1.	1.

2.

2.

3.

3.

4.

4.

Only complete this panel if you have completed option (E) in panel 8. If a conveyancer is lodging the application, the conveyancer may either complete panel 13 and leave this panel blank, or may arrange for the applicant to complete this panel.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

Only complete this panel if you have completed option (E) in panel 8 and a conveyancer is lodging the application.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

12 The applicant states that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of applicant: \_\_\_\_\_

13 I certify that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of conveyancer:

See the warnings at the end of this form.

The conveyancer's full name is:

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Section 77 of the Land Registration Act 2002 imposes a duty not to apply for the entry of a restriction without reasonable cause; anyone in breach of this duty may be liable to damages to anyone who suffers loss in consequence.

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