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## SCRUTINY BOARD (CENTRAL AND CORPORATE)

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Call-In meeting to be held in Civic Hall on  
Wednesday, 17th September, 2008 at 11.30 am\*  
*\*(No Pre-meeting )*

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### MEMBERSHIP

#### Councillors

M Dobson (Chair) - Garforth and Swillington  
B Atha - Kirkstall  
J Bale - Guiseley and Rawdon  
S Bentley - Weetwood  
B Chastney - Weetwood  
P Davey - City and Hunslet  
J Dowson - Chapel Allerton  
P Ewens - Hyde Park and Woodhouse  
M Hamilton - Headingley  
V Kendall - Roundhay  
A Lowe - Armley  
B Selby - Killingbeck and Seacroft  
P Wadsworth - Roundhay

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**Agenda compiled by:**  
**Governance Services**  
**Civic Hall**  
**LEEDS LS1 1UR**

**Mike Earle**  
**224 3209**

**Scrutiny Support Manager:**  
**Peter Marrington**  
**Tel: 3951151**

# A G E N D A

Item No	Ward/Equal Opportunities	Item Not Open		Page No
1			<p><b>APPEALS AGAINST REFUSAL OF INSPECTION OF DOCUMENTS</b></p> <p>To consider any appeals in accordance with Procedure Rule 25* of the Access to Information Procedure Rules (in the event of an Appeal the press and public will be excluded).</p> <p>(* In accordance with Procedure Rule 25, notice of an appeal must be received in writing by the Chief Democratic Services Officer at least 24 hours before the meeting).</p>	
2			<p><b>EXEMPT INFORMATION - POSSIBLE EXCLUSION OF THE PRESS AND PUBLIC</b></p> <p>1 To highlight reports or appendices which officers have identified as containing exempt information, and where officers consider that the public interest in maintaining the exemption outweighs the public interest in disclosing the information, for the reasons outlined in the report.</p> <p>2 To consider whether or not to accept the officers recommendation in respect of the above information.</p> <p>3 If so, to formally pass the following resolution:-</p> <p><b>RESOLVED –</b> That the press and public be excluded from the meeting during consideration of the following parts of the agenda designated as containing exempt information on the grounds that it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the press and public were present there would be disclosure to them of exempt information, as follows:-  <b>No exempt information on this agenda.</b></p>	

Item No	Ward/Equal Opportunities	Item Not Open		Page No
3			<p><b>LATE ITEMS</b></p> <p>To identify items which have been admitted to the agenda by the Chair for consideration.</p> <p>(The special circumstances shall be specified in the minutes.)</p>	
4			<p><b>DECLARATIONS OF INTEREST</b></p> <p>To declare any personal / prejudicial interests for the purpose of Section 81 (3) of the Local Government Act 2000 and paragraphs 8 to 12 of the Members Code of Conduct.</p>	
5			<p><b>APOLOGIES FOR ABSENCE</b></p> <p>To receive any apologies for absence.</p>	
6			<p><b>CALL - IN OF A DECISION - BRIEFING PAPER</b></p> <p>To receive and consider the attached report of the Head of Scrutiny and Member Development.</p>	1 - 4
7			<p><b>REVIEW OF CALLED-IN DECISION - GRANT AGREEMENT WITH MARKETING LEEDS 2008/09</b></p> <p>In accordance with the Scrutiny Board Procedure Rules, to review the decision of the Chief Executive taken on 18<sup>th</sup> August 2008 to approve a grant of £400,000 to Marketing Leeds in 2008/09 for them to provide a range of activities on behalf of the Council.</p> <p>Enclosed are :-</p> <ul style="list-style-type: none"> <li>• Cover report of Head of Scrutiny and Member Development</li> <li>• Copy of Call-In request form</li> <li>• Copy of Delegated Decision Form dated 18<sup>th</sup> August 2008 of the Chief Executive, together with a copy of the accompanying report on which the decision was based.</li> </ul>	5 - 18

Item No	Ward/Equal Opportunities	Item Not Open		Page No
8			<b>OUTCOME OF CALL-IN</b>  In accordance with the Scrutiny Board Procedure Rules, to consider the Committee's formal conclusions and recommendation(s) arising from the consideration of the Called-In decision.	



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### Report of the Head of Scrutiny and Member Development

#### Scrutiny Board (Central & Corporate Functions)

Date: 17<sup>th</sup> September 2008

Subject: CALL IN OF DECISION – BRIEFING PAPER

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**Electoral Wards Affected:**

**Specific Implications For:**

Equality and Diversity

Community Cohesion

Narrowing the Gap

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### 1.0 INTRODUCTION AND BACKGROUND

- 1.1 In accordance with the Council's Constitution, an officer decision has been Called In.<sup>1</sup> The background papers to this particular decision are set out as a separate agenda item and appropriate witnesses have been invited to give supporting evidence.
- 1.2 This report advises the Scrutiny Board on the procedural aspects of Calling In the decision.
- 1.3 The Board is advised that the Call In is specific to the report considered under the officer delegation decision scheme and issues outside of this decision, including other related decisions, may not be considered as part of the Board's decision regarding the outcome of the Call In.

### 2.0 REVIEWING THE DECISION

- 2.1 The process of reviewing the decision is as follows:
  - Members who have requested the Call In invited to explain their concern/reason for Call In request.
  - Relevant Officer(s) asked to explain decision.
  - Further questioning from the Board as appropriate.

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<sup>1</sup> Scrutiny Board Procedure Rules Paragraph 22

- 2.2 Members are reminded that it is only the decision Called In that the Board can make any recommendation on

## **OPTIONS AVAILABLE TO THE BOARD**

- 3.1 Having reviewed the decision, the Scrutiny Board will need to agree what action it wishes to take. In doing so, it may pursue one of three courses of action as set out below:

### Option 1- Release the decision for implementation

- 3.2 Having reviewed this decision, the Scrutiny Board may decide to release it for implementation. If the Scrutiny Board chooses this option, the decision will be immediately released for implementation and the decision may not be Called In again.

### Option 2 - Recommend that the decision be reconsidered.

- 3.3 The Scrutiny Board may decide to recommend to the decision maker that the decision be reconsidered. If the Scrutiny Board chooses this option a report will be submitted to the decision maker.
- 3.4 In the case of a delegated decision, the report of the Scrutiny Board will be submitted to the appropriate Officer within three working days of this meeting. The Officer will reconsider his/her decision and will publish the outcome of his/her deliberations on the delegated decision system. The decision may not be Called In again whether or not it is varied.

### Option 3 - Recommend that the decision be reconsidered and refer the matter to full Council if recommendation not accepted.

- 3.5 This course of action would only apply if the Scrutiny Board () determined that a decision **fell outside the Council's Budget and Policy Framework** and this determination were confirmed by the Council's Section 151 Officer (in relation to the budget) or Monitoring Officer (in relation to other policies).
- 3.6 If, at the conclusion of this meeting, the Scrutiny Board forms an initial determination that the decision in question should be challenged on the basis of contravening the Budget and Policy Framework, then confirmation will subsequently be sought from the appropriate statutory officer.
- 3.7 Should the statutory officer support the Scrutiny Board's determination, then the report of the Scrutiny Board will be presented in the same manner as for Option 2. If the decision maker accepts the recommendation of the Scrutiny Board in these circumstances, then the revised decision will be published in the same manner as for Option 2 and the decision may not be Called In again. If, however, the decision maker does not accept the recommendation of the Scrutiny Board, then the matter will be referred to full Council for final decision. Decisions of full Council may not be Called In.
- 3.8 Should the appropriate statutory officer not confirm that the decision contravenes the Budget and Policy Framework, then the report of the Scrutiny Board would normally be progressed as for Option 2 (i.e. presented as a recommendation to the decision taker) but with no recourse to full Council in the event that the decision is not varied. As with Option 2, no further Call In of the decision would be possible.

3.9 However, the Scrutiny Board may resolve that, if the statutory officer does not confirm contravention of the Budget and Policy Framework, then it should be released for implementation in accordance with Option 1.

#### **4.0 FAILURE TO AGREE ONE OF THE ABOVE OPTIONS**

4.1 If the Scrutiny Board, for any reason, does not agree one of the above courses of action at this meeting, then Option 1 will be adopted by default, i.e. the decision will be released for implementation with no further recourse to Call In.

#### **5.0 FORMULATING THE BOARD'S REPORT**

5.1 If the Scrutiny Board decides to release the decision for implementation (i.e. Option 1), then the Scrutiny Support Unit will process the necessary notifications and no further action is required by the Board.

5.2 If the Scrutiny Board wishes to recommend that the decision be reconsidered (i.e. Options 2 or 3), then it will be necessary for the Scrutiny Board to agree a report setting out its recommendation together with any supporting commentary.

5.3 Because of the tight timescales within which a decision Call In must operate, it is important that the Scrutiny Board's report be agreed at the meeting.

5.4 If the Scrutiny Board decides to pursue either of Options 2 or 3, it is proposed that there be a short adjournment during which the Chair, in conjunction with the Scrutiny Support Unit, should prepare a brief statement proposing the Scrutiny Board's draft recommendations and supporting commentary. Upon reconvening, the Scrutiny Board will be invited to amend/ agree this statement as appropriate (a separate item has been included in the agenda for this purpose).

5.5 This statement will then form the basis of the Scrutiny Board's report (together with factual information as to details of the Called In decision, lists of evidence/witnesses considered, Members involved in the Call In process etc).

5.6 The Scrutiny Board is advised that there is no provision within the Call In procedure for the submission of a Minority Report.

#### **6.0 RECOMMENDATION**

6.1 The Scrutiny Board (Central & Corporate Functions) is asked to note the contents of this report and to adopt the procedure as detailed within it.

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**Report of the Head of Scrutiny and Member Development**

**Scrutiny Board Central & Corporate Functions)**

**Date: 17<sup>th</sup> September 2008**

**Subject: REVIEW OF DECISION – GRANT AGREEMENT TO MARKETING LEEDS 2008-09  
(DD34227)**

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**Electoral Wards Affected: ALL**

**Specific Implications For:**

Equality and Diversity

Community Cohesion

Narrowing the Gap

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## **1.0 INTRODUCTION AND BACKGROUND**

1.1 This paper presents the background papers to a decision which has been Called In in accordance with the Council's Constitution.<sup>1</sup>

1.2 Papers are attached as follows:

- Copy of completed Call In request form
- The Delegated Decision Notification.

1.3 Appropriate Members and/or officers have been invited to attend the meeting in order to explain the decision and respond to questions.

## **2.0 RECOMMENDATION**

2.1 The Scrutiny Board (Central & Corporate Functions) is asked to review this decision and to determine what further action it wishes to take.

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<sup>1</sup> Scrutiny Board Procedure Rules Paragraph 22

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**CALL IN REQUEST**

**A Call In request may be made by:**

- a) Any five non-executive Members of council, OR**
- b) two non-executive Members of council if they are not from the same political group<sup>1</sup>**

Date of decision publication: 01 September 2008
Delegated decision ref: D34227
Executive Board Minute no: .....or
Area Committee Name and decision ref: .....
Decision description: Grant Agreement to Marketing Leeds 2008-2009


<b>Reasons for Call In:</b> All requests for Call In must detail why, in the opinion of the signatories, the decision was not taken in accordance with the principles set out in Article 13 of the Council constitution (decision making) (principles of decision making) or where relevant issues do not appear to be taken into consideration. <i>Please tick the relevant box(es) and give an explanation.</i>	
<input type="checkbox"/>	Proportionality (ie the action must be proportionate to the desired outcome)
<input type="checkbox"/>	Due consultation and the taking of professional advice from officers
<input type="checkbox"/>	Respect for human rights
<input type="checkbox"/>	A presumption in favour of openness
<input checked="" type="checkbox"/>	Clarity of aims and desired outcomes
<input type="checkbox"/>	An explanation of the options considered and details of the reasons for the decision
<input type="checkbox"/>	Positive promotion of equal opportunities
<input type="checkbox"/>	Natural justice
<b>Explanation:</b>  I would like the Scrutiny Board to investigate whether the key aims of the partnership between the Council and Marketing Leeds have been, and will continue to be, achieved.	

<sup>1</sup> In the case of decisions made by Area Committees, a Member cannot count as one of the two / five signatures if they are a member of that Area Committee.

**Leeds City Council Scrutiny Support Unit**

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The following signatories request that the above decision be called in:

<b>1) Signature</b>		Political group LABOUR
Print name .... Cllr James Lewis		

<b>2) Signature</b>		Political group LABOUR
Print name....		

**NB: Only two signatures are required if the councillors signing this form are not from the same political group (option b above).**

**For option a) continue to fill in the rest of the signatures.**

<b>3) Signature</b>		
Print name.... Cllr Lucinda Yeadon		

<b>4) Signature</b>		
Print name..... Cllr Jane Dowson		

<b>5) Signature</b>		
Print name.... Cllr Lisa Mulherin		

<b>6) Signature</b>		
Print name..... Cllr Elizabeth Nash		

This form should be submitted to the Head of Scrutiny and Member Development (Scrutiny Support Unit, 1st Floor West, Civic Hall) by **5.00pm on the fifth working**

**Leeds City Council Scrutiny Support Unit**

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**day after the decision publication date.** The office is open from 9.00am to 5.00pm.

(For further information on the Call In procedure please refer to the Scrutiny Support Unit intranet site, or contact the Unit on 39 51151).

**For office use only:** (box A)

Received on behalf of the Head of Scrutiny and Member Development by:

.....(signature)

Date: ..... Time: ..... SSU ref: .....

**For office use only:** (box B)

Exemption status checked:

Call In authorised: Yes / No

Date checked:

Signed:

Signatures checked:

Date:

Receipts given:

Validity re article 13

Receipt details: .....

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# DELEGATED DECISION NOTIFICATION

REF NO <sup>1</sup> D34227
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SERVICE AREA Chief Executive's

SUBJECT <sup>2</sup> Grant Agreement to Marketing Leeds 2008-09

DECISION <sup>3</sup>	COUNCIL FUNCTION <input type="checkbox"/>	EXECUTIVE DECISION (KEY) <input checked="" type="checkbox"/>	EXECUTIVE DECISION (MAJOR) <input type="checkbox"/>	EXECUTIVE DECISION (OTHER) <input type="checkbox"/>
	NOT SUBJECT TO CALL IN	<sup>4</sup> EXEMPT FROM CALL IN: NO	<sup>4</sup> EXEMPT FROM CALL IN: YES / NO	NOT SUBJECT TO CALL IN

In accordance with the Council's agreed budget for 2008-9, a grant of £400,000 is payable to Marking Leeds Limited to undertake a range of activities as detailed in the attached grant agreement.

AFFECTED WARDS None

	Yes	No
Legal	✓	<input type="checkbox"/>
Finance	✓	<input type="checkbox"/>
Personnel	<input type="checkbox"/>	x
Equal Opportunities	<input type="checkbox"/>	x
Other (please specify)	<input type="checkbox"/>	x

<sup>1</sup> This reference number will be assigned by Governance Services and notified to you  
<sup>2</sup> A brief heading should be inserted  
<sup>3</sup> Brief details of the decision should be inserted. This note must set out the substance of the decision, options considered and the reason for deciding upon the chosen option, although care must be taken not to disclose any confidential or commercially sensitive information. Guidance on the substance of the note is available from Governance Services  
<sup>4</sup> For Key and Major decisions only. If exempt from Call In details to be provided in the report. The Call In period expires at 5.00 pm on the 5<sup>th</sup> working day after publication. Scrutiny Support will notify decision makers of matters called in by no later than 12.00 noon on the 6<sup>th</sup> day.

DECLARED OFFICER / MEMBER INTERESTS<sup>5</sup> James Rogers and Jean Dent represent the council as Directors on the Board of Marketing Leeds.

DISPENSATION BY STANDARDS COMMITTEE DATE: .....

BACKGROUND PAPERS<sup>6</sup> Grant Agreement between Leeds City Council and Marketing Leeds 2008-09

CONFIDENTIAL REPORT YES  NO  RULE NO 10.4<sup>7</sup> ( )

	Yes	No	Date
Executive Member	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ward Councillors	<input type="checkbox"/>	<input type="checkbox"/>	_____
Chief Officers Affected	<input type="checkbox"/>	<input type="checkbox"/>	_____
Others (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	_____

CONTACT PERSON James Rogers CONTACT NO 22 43579

AUTHORISED SIGNATORY<sup>8</sup>  DATE: 18 August 2008

	KEY	MAJOR	OTHER
<sup>9</sup> *First publication (5 day notice)	20/8/08		
Commencement for Call In	1/9/08		
Last date for Call In	8/9/08		
Implementation Date	9/9/08		

• If key decision not on Forward Plan, the reason and need that the decision be taken are that:

<sup>5</sup> No officer having a pecuniary interest in any matter should take a decision in relation to that matter. Other interests of a non-disqualifying nature should be recorded here.  
<sup>6</sup> A separate Index should be prepared if necessary. ALL DOCUMENTATION UPON WHICH THE DECISION WAS BASED MUST BE RETAINED AND BE READILY ACCESSIBLE SO IT CAN BE PRODUCED SHOULD THE DECISION BE CHALLENGED  
<sup>7</sup> Access to Information Procedure Rules  
<sup>8</sup> The signatory must be duly authorised by the Director to make the decision in accordance with the Department's scheme. It is not acceptable for the signature to be 'pp' for an authorised signatory. For Key Decisions only, the date of the authorised signature signifies that, at the time, the Officer was content that the decision should be taken. However, should representations be received following public availability of reports the signatory will consider the effect which such representations should have upon the final decision.  
<sup>9</sup> Governance Services will enter these dates



## This is a funding agreement between:

"THE COUNCIL"	"THE ORGANISATION"
Leeds City Council Chief Executive' Office 3 <sup>rd</sup> Floor East Civic Hall LS1 1UR	Marketing Leeds 53 The Calls Leeds LS2 7EY

## Represented by:

"THE COUNCIL"	"THE ORGANISATION"
Paul Rogerson Chief Executive	Deborah Green Chief Executive

This agreement sets out the responsibilities of Leeds City Council and Marketing Leeds in respect of funding granted to Marketing Leeds in 2008/09.

### 1.0. Date

1.1. 1 July 2008

1.2. The agreement shall cover the period 1.4.08 to 31.3.09

### 2.0. Purpose of this Agreement

The purpose of this Agreement is:

- To regulate the payment of grant aid funding for the year ending 31 March 2009
- The terms and conditions of grant aid funding by the Council
- To provide a basis for the relationship between the Council and the Organisation, without compromising the independence of either party.

### 3.0. Principles of the Agreement

The Council and the Organisation agree the following:

- 3.1 The Agreement recognises that the Organisation is established to pursue the objectives set out in its Business Plan and operate in accordance with its policy statement
- 3.2 The Council is providing these funds to enable the Organisation to pursue its core operating principles which are to:

- Provide a leadership role for the city's destination marketing, acting as a catalyst for change and challenging the status quo where necessary.
- Co-ordinate an integrated communications strategy, promoting Leeds as a first-choice destination.
- Re-energise the city's marketing, and delivering innovative marketing and promotional campaigns to attract visitors, encourage creativity, engage local communities and deliver real economic impact.
- Secure and co-ordinate commitment, support and creative collaboration from key business sectors in the city, delivering measurable benefits to all stakeholders. Working in partnership with public agencies, business and our multi-cultural society.
- Be focused and deliver tangible commercial results, maximising the economic and promotional impact.

3.3 Variations to this funding agreement can only be made by specific written agreement between representatives of the Organisation and the Council.

3.4 The Council's requirements may be altered from time to time by mutual agreement between the parties.

3.5 Funding is subject to the receipt of regular satisfactory progress reports to the Board of Marketing Leeds which detail progress against the objectives and criteria laid down in the Organisation's Business Plan.

3.6 Funding in subsequent years is subject to the satisfactory fulfilment of the organisation's obligations in relation to this Agreement and satisfactory performance according to the criteria laid down in the Organisation's Business Plan.

3.7 If, at any time, a change in the level of funding becomes necessary, the Council will endeavour to give the organisation three months notice before implementing any change.

3.8 The parties hereto agree that the Funds shall be the Organisation's sole entitlement to money from the Council in relation to the Services and associated matters, unless specifically agreed otherwise.

#### **4.0 Funding**

4.1 The funding of £400,000 for 2008/09 will be paid by the Council to the Organisation in quarterly instalments of £100,000 in advance, following receipt of a signed copy of this funding agreement and subject to the receipt of the regular progress reports to the Marketing Leeds Board.

#### **5.0 Insurance**

5.1 The Organisation shall maintain employers' liability insurance to a minimum value of ten million pounds and public liability insurance to the value of five million pounds or such other value as is agreed between the parties with a reputable insurance firm. The Organisation shall also provide such documentary evidence that the levels of insurance are being maintained in accordance with this clause and at such times as are required by the Council.

#### **6.0 Obligations of Marketing Leeds**

6.1. The vision of Marketing Leeds is: to raise the profile of Leeds as a vibrant, dynamic, internationally competitive city and as the gateway to its region. In particular Marketing

Leeds supports the three aims of the Vision for Leeds 2004-2020 – going up a league, narrowing the gap and developing Leeds’ role as the regional capital.

- 6.2 Funding from the Council will support the activities of the company in pursuit of the above objectives. The primary objective of the company is to raise the profile of Leeds nationally and internationally - ‘Leeds. The place to do business, to visit and to study.’
- 6.3 Areas of activity for 2008-9 include:
- Continue to recruit support from the leaders of the Leeds community and extend the Leeds Champions scheme
  - Provide showcasing opportunities to allow the sectors to represent themselves
  - Position Leeds as a thriving city in regional, national and international media to attract new business and the best people
  - Communicate the bright future of Leeds through research, PR and events
  - Work closely with Leeds city partners to maximise opportunities and avoid duplication
  - To act as a catalyst for collaboration
  - To co-ordinate activity for maximum impact
  - To demonstrate support for the Leeds City Region / wider Yorkshire context
- 6.4 General obligations include:
- 6.4.1 The Organisation will use all reasonable endeavours to meet the target outcomes and performance indicators as detailed in the Business Plan.
- 6.4.2 The Organisation shall perform its duties using all skill, care and attention as that of a reasonable competent body carrying out the same business as the Organisation.
- 6.4.3 The Council will share relevant information with the Organisation about the functions to be carried out under the agreement.
- 6.4.4 The Organisation will provide information for the Council, and abide by general and special conditions, if any, as detailed in the Funding Agreement.
- 6.4.5 The Organisation shall keep confidential at all times all information which comes into its possession relating to this Agreement, excepting when:
- it has the Council’s prior written consent;
  - the information is requested by the Council as part of this Agreement;
  - required to do so by Law or Statute.
- 6.4.6 The Organisation shall abide by all relevant Health and Safety Legislation and Regulations at all times.
- 6.4.7 The Organisation is not and shall not in any circumstances hold itself out as being the servant of the Council for any purpose other than those expressly conferred by this Agreement.
- 6.4.8 The Organisation is not and shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance variation or release or discharge of any obligation.

- 6.4.9 The staff of the Organisation are not and shall not hold themselves out to be and shall not be held out by the Organisation as being servants or agents of the Council for any purpose other than that expressly conferred by this Agreement.
- 6.4.10 The Organisation must take all reasonable steps including all preliminary investigations and enquiries to prevent the risk of fraud to the Council. Where such preliminary investigations suggest the possibility of fraud or other irregularity affecting the resources of the Council the Organisation shall immediately inform the Council.
- 6.4.11 The Organisation shall at all times abide by the Human Rights Act 2000.
- 6.4.12 Funded organisations must not contravene the Local Government Act of 1986, regarding the publication of political material.
- 6.4.13 The Organisation must be aware of the principles of equal opportunities, and is responsible for implementing an equal opportunities policy in all aspects of its activity.
- 6.4.14 The Organisation must carry out its business within any other relevant government legislation, including that to do with employing staff. The Organisation is responsible for getting any licenses, permissions and insurances that are necessary by law.

## **7.0 Financial Monitoring**

- 7.1 The Organisation shall keep and maintain accurate financial records of its transactions and shall provide copies of the annual audited accounts to the Council and provide financial information at such other times as reasonably requested by the Council.
- 7.2 The Council shall be entitled to withhold any or all of the Funds paid throughout the duration of this Agreement and/or to require re-payment of part or all of such Funds in the event of any of the following circumstances:
- 7.2.1. The Organisation does not spend the full amount of such Funds;
- 7.2.2. Any of the information provided by the Organisation in order to access the Funds is found to be substantially incorrect or incomplete.
- 7.2.3. The Organisation is in breach of any term of this Agreement and has failed to remedy such breach within twenty eight days of receipt of notice of such breach from the Council.
- 7.3 The Council may suspend payment of the Funds if the Organisation does not provide the Council with a copy of the Audited accounts within 1 month of publication. Recommencement of the payment of the Funds shall be dependent upon the Council's approval at its sole discretion upon submission of the audited accounts.
- 7.4 The Funds shall only be used for the purposes of this Agreement. The Council may require repayment of all the Funds paid under this Agreement or such part thereof as the Council deems appropriate in its sole discretion should the Funds be used for purposes outside the scope of this Agreement.

## **8.0 Performance Monitoring**

- 8.1 The Organisation shall provide the Council with regular reports and financial statements which will detail areas of activity and progress against objectives and specify how the funding received from the Council in 2008/09 has been used.

- 8.2 The Organisation shall provide all relevant information and related materials, at such times as the Council shall reasonably request such items, in order for the Council to monitor, evaluate and review the Organisation's performance with regard to the Council's requirements in respect of this Agreement.
- 8.3 The Organisation will use the Leeds City brand on all appropriate marketing materials and the Leeds City Council logo where appropriate, particularly where partnership support and activity is apparent, as laid out in the Corporate Identity Guidelines. The Organisation will provide the Council with a copy of all marketing materials produced.

## **9.0 Termination**

- 9.1 In the event that the Organisation is in breach of this Agreement the Council shall serve notice on the Organisation of such breach. Should the breach not be remedied within twenty eight days of the receipt of such notice, the Council may terminate this Agreement forthwith without further notice and reclaim such quantity of the Funds as the Council deems appropriate in its sole discretion in the circumstances.
- 9.2 The Council shall be entitled to cancel this Agreement and to recover from the Organisation the amount of any loss resulting from such cancellation if:
- 9.2.1 The Organisation shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council;
- 9.2.2 Or the like acts shall have been done by any person employed by the Organisation or acting on its behalf (whether with or without the knowledge of the Organisation);
- 9.2.3 Or in relation to any contract with the Council, the Organisation or person employed by it or acting on its behalf shall -
- have committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
  - have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
- 9.3 Any disputes or differences arising as between the Council and the Company as to their respective rights duties or obligations or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than as herein provided) shall be referred in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or failing agreement within seven days of a written request by one of the parties requesting such agreement then (upon the request of either of the parties) to a person nominated as arbitrator by the President for the time being of the Royal Institution of Chartered Surveyors.
- 9.4 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers and obligations in the exercise of its functions as a local authority.

## **10.0 Indemnity**

- 10.1 The Organisation shall indemnify the Council against any loss claim and expenditure (over and above that required for the Council's proper performance of this Agreement) resulting from the performance of the Organisation excepting in so far as such loss claim and expenditure is the result of the Council's negligence.

10.2 Without prejudice to the generality of clause 10.1, the Organisation shall indemnify the Council against any loss claim or expenditure resulting from the Organisation's breach of clause 6.4.11.

**11.0 Declaration**

This Agreement was signed by:

.....	Date.....
For Leeds City Council	
And	
.....	Date.....
For Marketing Leads	