

**LEEDS CITY COUNCIL  
DEPARTMENT OF ENVIRONMENT AND NEIGHBOURHOODS**

**WELL BEING BUDGET  
FUNDING AGREEMENT FOR PROJECTS ABOVE £500**

**PROJECT NAME -**

**WELL-BEING BUDGET REFERENCE NUMBER -**

**THE PARTIES**

**1.0 LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR (called 'the Council' throughout this Agreement)

**2.0 NAME OF ORGANISATION IN RECEIPT OF FUNDING**

whose registered office is situated at

(called 'the Organisation' throughout this Agreement)

The above mentioned parties agree the following: (Please complete)

**NAME OF PROJECT**

**3.0 Organisations Legal Status**

3.1 The Organisation is a:

Registered Charity: Yes/No Charity No: \_\_\_\_\_

Limited Company: Yes/No Company No: \_\_\_\_\_

Non Registered Organisation: Yes/No

Housing Association: Yes/No

Council Department Yes/No

Community Group Yes/No

Other – please state \_\_\_\_\_

**4.0 Duration of the Agreement**

4.1 The Agreement is for ..... **months**

commencing on the ..... and ending on .....

**5.0 Funding**

5.1 Funding for the period of this agreement of £      was approved on      (called the 'Funds' throughout this Agreement).

5.2 Funding shall only continue as long as the organisation meets its obligations in terms of delivering the outputs required and laid out in the service level agreement.

5.3 The Fund shall be paid *in instalments or in full?*

- 5.4 If at any time Value Added Tax becomes chargeable to or payable by the Council in relation to this Agreement the Funds shall be deemed to be inclusive of such Value Added Tax.
- 5.5 The parties hereby agree that the Funds shall be the Organisation's sole entitlement to money from the Council in relation to the Services specified in the service level agreement.

## **6.0 Organisations General Obligations**

- 6.1 The Organisation shall carry out services as laid out in the project delivery statement.
- 6.2 The Organisation shall perform the Services using all skill, care and attention of that of a reasonable competent body carrying out the same business as the Organisation.
- 6.3 The Organisation is responsible for compliance with employment regulations arising as a result of funds being used to fund a staff member. Any staff employed are attached to the organisation and have no claim with regard to employment rights against Leeds City Council.
- 6.4 The Organisation must ensure that all publicity relating to the funded project includes reference to the Area Committee funding the scheme, whether in part or whole.

## **7.0 Project Delivery Statement**

- 7.1 The Organisation shall provide to the Council a written version of its Project Delivery Statement – how it will deliver services.
- 7.2 The Organisation shall meet with the Council prior to allocation of funds to agree the contents of the Project Delivery Statement, agree any amendments needed to carry out services and attach the mutually agreed Delivery Statement to this agreement.
- 7.3 The project delivery statement will include clear and measurable outcomes and milestones which relate to delivering priorities of the Area Delivery Plan.

## **8.0 Agreement Review**

- 8.1 The Organisation and the Council shall meet at least quarterly, or at reasonable times in the event of shorter term projects if so required by either party in order to review this Agreement.

## **9.0 Performance Monitoring**

- 9.1 The Organisation shall provide all information and other items as the Council shall reasonably request and at such reasonable times in order for the Council to monitor, evaluate and review the Organisations performance with regard to the Council's requirements.

## **10.0 Policies**

- 10.1 If requested by the Council the Organisation shall provide the Council with the following policies and documents at all times to the Council's sole satisfaction:
- 10.1.1 'Recruitment and Selection Policy' and
  - 10.1.2 'Complaints Procedure' and
  - 10.1.3 'Equal Opportunities Policy' and
  - 10.1.4 'Health and Safety Policy' and
  - 10.1.5 'Child Protection Procedure' and
  - 10.1.6 'Green Strategy' and

- 10.1.7 'Confidentiality Policy' and
- 10.1.8 Any registration documents with any third party bodies and
- 10.1.9 Any minute of the Organisation's management committee meetings or equivalent and

Such documents and policies when approved by the Council shall be deemed to form part of this Agreement.

## **11.0 Equal Opportunities**

- 11.1 The Organisation shall at all times carry out the provisions of this Agreement in accordance with the Councils approved Equal Opportunities Policy.
- 11.2 The Organisation shall indemnify the Council against any loss claims and expenditure resulting from the Organisations breach of Clause 11.1.

## **12.0 Data Protection**

- 12.1 The Organisation shall at all times abide by the Data Protection Act 1998 and the Freedom of Information Act 2000.

## **13.0 Race Relations**

- 13.1 The Organisation, and any Sub-Contractor employed by the Organisation, shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000. Accordingly it will not discriminate directly or indirectly against any person because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees or volunteers. The Organisation further undertakes not to discriminate against service users on that basis.
- 13.2 The Organisation, and any Sub-Contractor employed by the Organisation, shall observe as far as possible the Commission for Racial Equalities' Code of Practice for Employment as approved by Parliament in 1983. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of ethnic minorities to apply for jobs or take up training opportunities.
- 13.3 In the event of any finding of unlawful racial discrimination being made against the Organisation or any Sub-Contractor employed by the Organisation during the funding period by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Organisation shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination. The organisation shall indemnify Leeds City Council against any loss, claim or expenditure arising out of any such breach.
- 13.4 The Organisation shall provide such information as the Council may reasonably request from time to time for the purpose of assessing the Organisations compliance with the above conditions. This may include, if requested, examples of any promotional material, evidence of proper recruitment and selection procedures or other documents relating to service provision.

## **14.0 Human Rights**

- 14.1 The Organisation shall comply at all times to the European Convention on Human Rights and the Human Rights Act 1998.
- 14.2 The Organisation shall indemnify the Council against any loss claims and expenditure resulting from the Organisations breach of Clause 14.1.

## **15.0 Health and Safety**

- 15.1 The Organisation shall abide by all relevant health and safety legislation and regulations at all times during the performance of the Services.

## **16.0 Confidentiality**

- 16.1 The Council and the Organisation shall keep confidential all information of the other party obtained under or in connection with this Agreement and shall not divulge the same to any third party without the written consent of the other party.
- 16.2 The provisions of Clause shall not apply to:
  - 16.2.1 Any information in the public domain otherwise than by breach of this Agreement
  - 16.2.2 information obtained by a third party who is free to divulge the same
  - 16.2.3 information required to be disclosed by law

The provisions of this Clause shall continue in perpetuity.

## **17.0 Assignment and Subcontracting**

- 17.1 Neither party may assign or subcontract this Agreement in whole or part without the other party's prior written consent.

## **18.0 Financial Monitoring**

- 18.1 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 at such other times as reasonably requested by the Council.
- 18.2 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 the following circumstances.
  - 18.2.1 The Organisation does not spend the full amount of such Funds.
  - 18.2.2 Any of the information provided in the application for such Funds or in subsequent supporting correspondence is found to be substantially incorrect or incomplete.
  - 18.2.3 The Organisation is in breach of any term of this Agreement and has failed to remedy such breach in within twenty-eight days of receipt of notice of such breach from the Council.

- 18.3 The Council may suspend payment of the Funds if the Organisation does not submit to the Council by 31<sup>st</sup> December in any given year the audited accounts for the preceding year. Recommencement of the payment of the Funds shall be dependent upon the Council's approval at its sole discretion of the audited accounts.
- 18.4 The Funds shall only be used for the purpose 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.

## **19.0 Insurance**

- 19.1 The Organisation shall maintain employer's liability insurance to a minimum value of ten million pounds and public liability insurance to a minimum value of two 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.

## **20.0 Indemnity**

- 20.1 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 Councils' negligence.
- 20.2 The Organisation shall indemnify the Council against any loss claims and expenditure resulting from any breach of clauses 11.2 and 13.2.

## **21.0 Agency –**

### **N.B. This section does not apply to Council Departments in receipt of funding**

- 21.1 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.
- 21.2 The Organisation is not and shall not in any circumstances hold itself out as being authorised to enter into any contact 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.
- 21.3 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.

## **22.0 Fraud**

- 22.1 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 actions suggest the possibility of fraud or other irregularity affecting the resources of the Council the Organisation shall immediately inform the Council.

## **23.0 Prevention of Bribery and Corruption**

- 23.1 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:

- 23.1.1 The Organisation shall have offered or given or agreed to give to any person any gift or consideration of any kind of 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 or
- 23.1.2 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) or
- 23.1.3 In relation to any contract with the Council the Organisation or person employed by it or acting on its behalf shall:
  - 23.1.1.1 Have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or
  - 23.1.1.2 Have given any fee or reward the receipt of which is an offence under S117(2) of the Local Government Act 1972.

**24.0 Termination**

- 24.1 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.
- 24.2 In any event the Council or the Organisation may terminate this Agreement by serving 6 months written notice on the other party. Where such termination occurs between dates for payment of the Funds and such Funds have been paid in advance then the Organisation shall pay back to the Council the amount of the Funds on a pro rata basis proportionate to the period of time from the date of termination to the next due date for payment of the Funds.
- 24.3 In the event that this Agreement is terminated in accordance with clause 24.2 above and the Organisation has been provided with Funds in the form of a one off payment the Organisation shall pay back to the Council the amount of the Funds on a pro rata basis proportionate to the period of time from the date the one off payment was made and the date of termination.

**25.0 Contact Details**

**25.1 The Council's contact person shall be:**

Anna Turner, East Leeds Area Management Officer  
 Telephone: 0113 214 3234  
 C/O Area Management Offices, 1 Killingbeck Drive, Leeds, LS14 6UF

**25.2 The Organisation's contact person shall be:**

\_\_\_\_\_ (Job Title Only)  
 \_\_\_\_\_ (Telephone)  
 \_\_\_\_\_ (Address)

The parties hereto have hereunto executed this Agreement as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and Seven

Signed as a deed and Delivered by \_\_\_\_\_

For and on behalf of the **Organisation**.

In the presence of:

Witness Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Address \_\_\_\_\_

Witness Occupation \_\_\_\_\_

Signed as a Deed and Delivered by \_\_\_\_\_

For and on behalf of **Leeds City Council**

In the presence of:

Witness Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Address \_\_\_\_\_

Witness Occupation \_\_\_\_\_