

DATED:

10 October 2025

GRANT AGREEMENT

Between

YORK AND NORTH YORKSHIRE COMBINED AUTHORITY

and

Kirkbymoorside Town Council

Grant Agreement relating to Vibrant and Sustainable High Streets Fund

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This agreement is dated

10th October 2025

BETWEEN

- (1) **YORK AND NORTH YORKSHIRE COMBINED AUTHORITY** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD (the “**Funder/Authority**”); and
 - (2) **Kirkbymoorside Town Council** whose registered office is located at Church House, 7 High Market Place, Kirkbymoorside, YO62 6AT. (the “**Grant Recipient**”),
- (each a **Party** and together the **Parties**).

BACKGROUND

- (A) The Funder has signed this funding agreement that sets out the terms that will apply to the relationship between the parties regarding the administration and delivery of the project.
- (B) The Funder is making one grant with the aims and objectives as described in Schedule 1
- (C) The Funder has agreed to pay the Grant to the Grant Recipient to assist it in carrying out the Project as described in Schedule 1.
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient will use the Grant solely for the delivery of the Funded Activities as permitted under this Agreement.
- (F) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Grant Recipient.
- (G) The parties confirm that it is their intention to be bound by this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Anti-bribery Laws: all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Grant Recipient or any person who controls the Grant Recipient. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Commencement Date: the date on which this agreement is dated.

Confidential Information: all information in any medium or format that one party discloses to the other party, whether before or after the Commencement Date, in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended) or Section 2(1)(a) of the Procurement Act 2023;

Controller and Processor take the meaning given in the GDPR;

Crown: the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Data Protection Legislation: all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Data Sharing Agreement means an agreement which contains clauses that are necessary to comply with Article 26 of the UK GDPR, which:

- (a) states who is the point of contact for data subjects and
- (b) outlines each Party's responsibilities for:
 - (i) the data sharing arrangements between the Authority and the Grant Recipient;
 - (ii) providing information to data subjects under Articles 13 and 14 of the UK GDPR;
 - (iii) responding to data subject requests under Articles 15-23 of the UK GDPR;
 - (iv) notifying the Information Commissioner (and data subjects) where necessary about data breaches;
 - (v) maintaining records of processing under Article 30 of the UK GDPR; and
 - (vi) carrying out any required Data Protection Impact Assessment.

Default Event: an event or circumstance set out in Clause 13.

Duration 18 months.

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for delivering the Funded Activities (including any directly associated costs) which comply in all respects with the eligibility set out in this Agreement;

Financial Irregularity: has the meaning given in clause 7.2.

Grant: the total sum set out in Schedule 2 to be paid to the Grant Recipient in accordance with this agreement.

Grant Name: Vibrant and Sustainable High Streets Fund

Grant Term: the period for which the Grant is awarded starting on the Commencement Date and ending at the end of the Project.

Intellectual Property Rights: all patents, rights to inventions, trademarks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities

Personal Data has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

Procurement Regulations means the Procurement Act 2023 and any secondary legislation (such as the Procurement Regulations 2024) other Law made pursuant to the Procurement Act 2023;

Project (Funded Activities): the project described in Schedule 1

Representatives: a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

Scheme means the name of the Subsidy called York & North Yorkshire Combined Authority Mayoral Investment Fund Subsidy Scheme: Vibrant and Sustainable High Streets Fund.

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Subsidy Control Act means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and any Crown body.
- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2. Purpose of Grant

- 2.1 The Grant Recipient will use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this agreement.
- 2.2 The Grant Recipient will not for any reason whatsoever omit to do, do any act or thing (or cause any third party to omit to do, do any act or thing) which would place the Funder in breach of its obligations under the Grant Conditions.
- 2.3 The Grant Recipient shall do all acts which will assist the Funder in meeting its requirements under the Grant Conditions and to the extent possible shall perform the obligations under the Grant Conditions as if it was the Funder.

2.4 Changes / Variations:

- (a) No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement, and is duly signed under hand by, or on behalf of, each party.
- (b) The Grant Recipient will discuss any proposed changes and developments or difficulties in delivering the funded service in a timely way, to aid joint remediation planning and achievement of the identified outcomes.
- (c) The Grant Recipient will support the Funder in documenting all changes to this Grant Agreement and the corresponding Project if the Funder agrees that a change is acceptable.
- (d) The Grant Recipient understands that the Funder may reject a material change request, and the Grant Recipient will work with the Funder to re-plan the programme in accordance with the feedback.
- (e) Subject to compliance with the Subsidy Control Act the Combined Authority and the Grant Recipient may during the Grant Term by agreement in writing signed under hand by, or on behalf of, each party:
 - (i) extend the Grant Term; and/or
 - (ii) vary the scope of the Project and/or Grant including Payment Terms; and/or
 - (iii) any other provision of this Agreement.

3. **Payment of Grant**

- 3.1 Subject to the rest of this clause 3 and the Grant Recipient's full compliance with the provisions of this agreement, the Funder will make Grant payments to the Grant Recipient set out in Schedule 2.
- 3.2 The Grant Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process the Grant payment.
- 3.3 The Grant Recipient accepts that payments of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.

- 3.4 The Grant amount will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.
- 3.5 The Funder will have no liability to the Grant Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 3.6 The Grant Recipient shall declare to the Authority any Match Funding which has been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Funder before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with this agreement and where applicable, require all or part of the Grant to be repaid.
- 3.7 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding received in the format by the Authority. This is so the Authority knows the total funding the Grant Recipient for the Funded Activities.
- 3.8 The Funder is not obliged to exercise any of its statutory functions in support of the Grant Recipient other than those expressly contained in this Grant Agreement. Particularly, the Funder reserves all rights to consider planning, licensing and regulatory matters even where the decision made may delay or otherwise impact the Project. The entering into of this agreement does not alter any other arrangement or require the Funder to provide future funding or support to the Grant Recipient.

4. Use of Grant

- 4.1 The Grant Recipient may only use the Grant for the delivery of the Project in accordance with the agreed budget and Schedule 1.
- 4.2 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.3 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The

Authority reserves the right not to pay a Grant Claim until it is satisfied that the Grant Claim relates only to Eligible Expenditure incurred during the period to which the Grant Claim relates, and that Funded Activities have been delivered during that period.

- 4.4 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure as outlined in Schedule 1, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.5 The Grant Recipient shall declare to the Authority any Match Funding which has been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with this Agreement and where applicable, require all or part of the Grant to be repaid.
- 4.6 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by the Authority. This is so the Authority knows the total funding the Grant Recipient have received for the Funded Activities.
- 4.7 The Grant Recipient agrees that:
 - a. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
- 4.8 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - b. without prejudice to paragraph 13.4, the Authority will not be obliged to make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
 - c. the Grant will be or has been (as applicable) used for Eligible Expenditure only; and

- d. if applicable, any previous Grant payments have been used for the Funded Activities.

- 4.9 The Grant Recipient shall submit by the last day of the month following the end of the relevant Instalment Period the Grant Claim together and any other documentation as prescribed by the Authority, from time to time.
- 4.10 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.11 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.12 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.7(e) or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.13 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.12, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.
- 4.14 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.15 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.16 The Grant Recipient shall have in place proportionate controls and assurance measures in relation to any in-house costs, and any Delivery Partner payments, and shall ensure that all costs claimed are Eligible Expenditure, and are accurate, valid and reasonable.

4.17 Branding and Communication

4.22.1 The Grant Recipient will publicly acknowledge the funding for the activities it is delivering as appropriate and as practical and if required pursuant to the Grant Conditions. This includes published documents such as publicity material relating to the activities being supported, the annual report, annual accounts and AGM that cover the period of the funding. This includes assisting the Funder to do whatever is reasonably required to promote the funding relationship and services being supported.

4.22.2 The Grant Recipient will provide copies of all promotional materials and press releases to the Funder as soon as reasonably practicable after issue.

5. Accounts and records

- 5.1 The Grant Recipient will keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.2 The Grant Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant following receipt of any Grant monies to which they relate.
- 5.3 At any time during the Grant Term and for up to six years after it, the Funder or representatives or MHCLG may review the Grant Recipient's accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. The Grant Recipient grants to the Funder and its Representatives full access to the Grant Recipient's accounts, records and premises for the purposes of carrying out an audit under this Clause 5.3.
- 5.4 The Grant Recipient will comply, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. Monitoring and reporting

- 6.1 The Grant Recipient will closely monitor the delivery and success of the Project throughout ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.
- 6.2 Monitoring information is required every 3 months. The Grant Recipient will assist the Funder to provide its reports in a timely and efficient way and ensure that all data is provided at least 14 days in advance of any submission deadline. At the same time as these the Grant Recipient will provide up to date reporting on the metrics defined in the Project.

- 6.3 Where applicable, staged payments will be dependent upon the Funder receiving and approving a monitoring report relating to the previous period. The Funder will meet with the named signatories, or their nominated suitable representative as needed, to discuss monitoring and service delivery.
- 6.4 The Grant Recipient will provide the Funder with a final report on completion of the Project which will confirm whether the Project has been successfully and properly completed.

7. Financial management

- 7.1 The Grant Recipient must at all times comply with Anti-bribery Laws.
- 7.2 The Grant Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (**Financial Irregularity**).
- 7.3 The Grant Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified.
- 7.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:
- (a) suspend any payments of the Grant;
 - (b) insist that the Grant Recipient addresses the Financial Irregularity; and
 - (c) require the Grant Recipient to provide any assistance required by the Funder to recover misused Grant funds.
- 7.5 The Grant Recipient must implement management controls that will:
- (a) mitigate the risk of fraud;
 - (b) ensure funding has been used in accordance with UK subsidy control legislation;
 - (c) ensure that any procurement undertaken by a Contracting Authority using grant funds has complied with public procurement rules;
 - (d) ensure that any procurement undertaken by a non-contracting authority using grant funds is compliant with the principles of fairness, equality and transparency.

(e) ensure compliance with its statutory obligations under the Public Sector Equality Duty where applicable.

8. Conflicts of interest

The Grant Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this agreement.

9. Intellectual Property Rights

- 9.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Grant Recipient before the commencement of the Project, or developed by either party during the Project, will remain the property of that party.
- 9.2 Other than as expressly set out in this agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 9.3 Where the Funder has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Grant Recipient must, on termination of this agreement, cease to make any further use of those Intellectual Property Rights and return or destroy materials containing those Intellectual Property Rights as requested by the Funder.
- 9.4 The Grant Recipient grants to the Funder a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 9.5 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 9.6 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

10. Confidentiality

- 10.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.
- 10.2 Nothing in this clause 10 prevents the Funder from disclosing any Confidential Information of the Grant Recipient:
- (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
 - (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
 - (c) where disclosure is required by Applicable Law, including under clause 11.

11. Freedom of information

- 11.1 The parties acknowledge that they are both subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, **Request for Information** means a request for information or an apparent request under the FOIA or the EIRs.
- 11.2 Each party will:
- (a) provide all necessary assistance and co-operation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the other party all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
 - (c) provide the other party with a copy of all information requested in the Request for Information which is in its possession or control in the form that the other party requires within five Business Days (or any shorter period that the other party may reasonably specify) of the other party's request for that information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the other party.
- 11.3 Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from them. Each party will take reasonable steps to notify the other party of a request for information that directly relates to them (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in this agreement, each party will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 11.4 Each party acknowledges and agrees that the other party may:
- (a) publish this agreement, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and
 - (b) share details of the Grant, including the names of the parties and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

12. Data protection

- 12.1 In this clause, the terms **controller**, **data subject**, **personal data**, **personal data breach**, **processing** and **appropriate technical and organisational measures** have the meaning given to them in the Data Protection Legislation.
- 12.2 This clause sets out the framework for the sharing of personal data between the parties as controllers. The Funder may use personal data that the Grant Recipient shares about its Representatives, business partners and any other data subjects to administer the Grant and exercise its rights under this agreement. The Grant Recipient may use personal data that the Funder shares about its Representatives to manage the Grant and its relationship with the Funder. The personal data to be shared by one party with the other party under this clause 12 is the **Shared Personal Data**. The permitted uses of Shared Personal Data set out in this clause 12 are the **Agreed Purposes**.
- 12.3 Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of this agreement.
- 12.4 Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data.

13. Withholding, reducing and repayment of Grant

13.1 The Funder's intention is that the Grant will be paid to the Grant Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 13.2 if:

- (a) the Grant Recipient uses the Grant for ineligible expenditure;
- (b) the Grant Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in the Funder's opinion;
- (c) the delivery of the Project does not start within the time frame specified within Schedule 1 and the Grant Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (d) the Funder reasonably considers that the Grant Recipient has not made satisfactory progress with the delivery of the Project;
- (e) the Grant Recipient is, in the opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
- (f) the Grant Recipient applies for or obtains duplicate funding for the Project;
- (g) the Grant Recipient fails to declare any Match Funding in accordance with paragraph;
- (h) the Grant Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
- (i) the Grant Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without the Funder's consent;
- (j) the Grant 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);
- (k) the Grant 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 (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;
- (l) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i)

any Applicable Laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies;

- 13.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Grant Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:
- (a) suspend or withhold payment of the Grant or part of the Grant;
 - (b) require the Grant Recipient to repay all or any part of the Grant previously paid to the Grant Recipient; and
 - (c) terminate this agreement.

13.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 13.2(c) or clause 13.2(d) unless the Grant Recipient fails to rectify the default to the satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate that the Grant Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 13.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 13.2 the draft Remedial Action Plan shall be submitted to the Authority for approval, within 10 Working Days of the Grant Recipient receiving notice from the Authority.
- (a) The draft Remedial Action Plan shall set out:
 - (b) full details of the Event of Default; and
 - (c) the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 13.5 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 13.6 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and

will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 13.7 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 13.8 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.

14. Compliance with law

- 14.1 The Grant Recipient must carry out the Project and its obligations under this agreement in accordance with all Applicable Laws, including all Applicable Laws:
- (a) relating to equality or prohibiting any form of discrimination; or
 - (b) concerning health and safety in relation to people working on the Project.
- 14.2 The Grant Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.
- 14.3 The legal basis for awards made by the Authority if under a Scheme shall be Section 1 of the Localism Act 2011 and the York and North Yorkshire Combined Authority Order 2023. The Authority reserves the right to make awards under any other legal power available to it.
- 14.4 The Authority shall have the right to take all reasonable steps to monitor and check the compliance of any award of subsidy made under a Scheme, including to ascertain that the subsidy is being used for the Purpose, and reserves the right to recover the subsidy in the event of misuse.
- 14.5 Any Grant Recipient receiving subsidy under the Scheme is responsible for making its own independent assessment of compliance with the requirements of the conditions of the Scheme and the Act. The Authority shall not be liable for any act or omission if a measure is found not to meet the terms of the Scheme if one is used.
- 14.6 The Grant Recipient will ensure that delivery of the Funded Activities does not put the Funder in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.

15. Environment

- 15.1 The Grant Recipient will carry out the Project with due regard to the protection of the environment and take all possible precautions to ensure that any materials used in the Project do not contain any damaging substances.

16. Limitation of liability

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.
- 16.2 The Grant Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by the Funder in connection with:
- (a) the acts or omissions of the Grant Recipient in relation to the Project.
 - (b) the non-fulfilment of any obligations of the Grant Recipient under this agreement; or
 - (c) the performance or non-performance of any obligation of the Grant Recipient to any third party in relation to the Project.
 - (d) [the non-fulfilment of any obligations of the Funder in the Grant Conditions.]
- 16.3 Subject to clause 16.1 and clause 16.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding.
- 16.4 Nothing in this agreement limits any liability which cannot legally be limited.

17. Insurance

- 17.1 The Grant Recipient will throughout the Grant Term and for a period of six years after termination or expiry of this agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).

- 17.2 The Grant Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

18. Duration

This agreement will apply from the Grant Term unless it is terminated earlier in accordance with its terms.

19. Termination

- 19.1 The Funder may terminate this agreement by giving at least one month's written notice to the other party.
- 19.2. The Funder shall be entitled to terminate this Grant Agreement with immediate effect, where the Grant Recipient has committed a criminal offence, where it would be reasonable in the circumstances to do so.
- 19.3 The Grant Recipient agrees to repay to the Funder any funding on a pro-rata basis, less any sums already properly expended for the delivery of the project, in the event that this Grant Agreement is terminated.

20. Consequences of termination or expiry

- 20.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.
- 20.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Grant Recipient following termination or expiry.
- 20.3 Any liabilities arising at the end of the Grant Term or on termination or expiry of this agreement must be managed and paid for by the Grant Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Grant Recipient's costs or those of any supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the Project.

21. Change of Control

The Grant Recipient will notify the Funder as soon as the Grant Recipient is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Grant Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

22. Assignment

The Grant Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.

23. Notices

- 23.1 Any notice given to a party under or in connection with this agreement must be in writing and in English.

24. Dispute resolution

- 24.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Representatives of the Funder and Grant Recipient.

25. Governing law and jurisdiction

This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Simon Woodhams on behalf of Kirkbymoorside Town Council

(Grant Recipient)

.....
Authorised Signatory

Signed by Andy Kerr, Director of Economy on behalf of
YORK AND NORTH YORKSHIRE COMBINED AUTHORITY

.....
Authorised Signatory

Schedule 1: The Project

Project Ref Number	MIFHS2006					
Project Title:	Kirkbymoorside Town Brand and Town History Trail					
Grant Recipient:	Kirkbymoorside Town Council Church House 7 High Market Place Kirkbymoorside YO62 6AT					
Project Description:	A project to create a new town brand and a history trail, boosting Kirkbymoorside’s identity, accessibility and appeal for residents, visitors and local businesses.					
Grant:	£35,662					
Grant conditions:	1. The branding and publicity guidelines provided (see appendix) must be adhered to at all times. 2. Kirkbymoorside Town Council commit to ringfencing the grant funding exclusively for the delivery and objectives of the project.					
Other Public Funding:	N/A					
Private Funding:	N/A					
Milestones :	<table><tr><th>Key Milestone</th><th>Estimated date of completion</th></tr><tr><td>1. Rebranding designer appointed</td><td>October 2025</td></tr></table>		Key Milestone	Estimated date of completion	1. Rebranding designer appointed	October 2025
Key Milestone	Estimated date of completion					
1. Rebranding designer appointed	October 2025					

	2. Rebranding research completed	December 2025
	3. Partners agree on the best design	January 2026
	4. Permissions / consent (where needed) applied for	October 2025
	5. Permissions / consent received	November 2025 - February 2026
	6. Trail route and information to be included agreed	November 2025
	7. Interpretation board design agreed	January 2026
	8. History trail leaflet designed, and design agreed	January - February 2026
	9. History trail printed	February - March 2026
	10. Interpretation boards manufactured	March 2026
	11 Interpretation board installed	April - May 2026
	12. Promotion and publicity of history trail	May - September 2026
	13 Design of Welcome to Kirkbymoorside road signs	February 2026
	14. Partners agree on the signage design	March 2026
	15. Manufacturer of Welcome to Kirkbymoorside road signs	April - May 2026
	16. Installation of Welcome to Kirkbymoorside road signs	June - July 2025
	17. Manufacture of flag brackets	February - March 2026
	18. Design of flags and manufacture	February - March 2026

	19. Installation of flag brackets and flags	April 2026
Eligible Expenditure:	The specific costs to be incurred by the Grant Recipient, which will be grant funded, as taken from Cost Breakdown submitted within application and any subsequent negotiations.	
Asset Register:	All assets to be purchased or developed using the Grant which have a value of £1,500.00 (one thousand and five hundred pounds) or greater.	
Grant Recipient Bank Details:	Account Name:	Kirkbymoorside Town Council
	Sort Code:	402615
	Account Number:	11434144
Grant Recipient contact:	town.clerk@kirkbymoorsidetowncouncil.gov.uk	

Schedule 2 – Payment Terms

Maximum Award Amount £35,662. This Sum is to be split into monthly/quarterly payments/paid in Arrears according to the schedule below

Payment Schedule

Funding awarded

1 October 2025 to 30 April 2027: £35,662

The grant recipient will not be required to reapply for funding under this scheme during the period of this Grant Agreement.

The funding is valid between

1 October 2025 to 30 April 2027

Payment schedule

To be paid a total of **£35,662** by 30 April 2027

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Schedule 3 – Data Processing Table

N/A

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Schedule 4 – TUPE

1. The Grant Recipient agrees that if the Employment Regulations apply in respect of this Grant Funding Agreement on the commencement of the Funded Activities, then it shall comply with its obligations arising under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and shall indemnify the Buyer and/or any Former Grant Recipient for any loss arising from any failure so to comply.
2. The Grant Recipient agrees that if and at such intervals that may be stipulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:
 - a. the activities they perform;
 - b. amount of working time assigned to the Funded Activities;
 - c. date of birth;
 - d. start date;
 - e. length of continuous service;
 - f. place of work;

- g. notice period;
 - h. employment status;
 - i. identity of employer;
 - j. redundancy pay entitlement;
 - k. salary, benefits and pension entitlements;
 - l. any applicable collective agreement;
 - m. copies of all relevant employment contracts and related documents; and
 - n. all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.
3. The Grant Recipient warrants the accuracy of the information provided under this paragraph and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents to the Authority sharing the information provided under this paragraph to any prospective Replacement Grant Recipient.
4. If requested by the Authority and with effect from such date that the Authority may stipulate, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):
- a. change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;

- b. amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business; and/or
 - c. terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
- 5. The Grant Recipient shall comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Grant Recipient; and (ii) the Replacement Grant Recipient.
- 6. The Grant Recipient will co-operate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.
- 7. The Grant Recipient will indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:
 - a. its failure to comply with the provisions of this paragraph; and/or
 - b. any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any sub-contractor of the Grant Recipient, which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any sub-contractor of the Grant Recipient, before but not including the date of a Relevant Transfer.

8. The provisions of this paragraph apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.
9. Notwithstanding any other provisions of this Grant Funding Agreement, for the purposes of this paragraph the relevant third party shall be able to enforce its rights under this paragraph, but their consent will not be required to vary these paragraphs as the Authority and the Grant Recipient may agree.

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