



Milly Southworth  
Town Clerk and Responsible Finance Officer  
Torpoint Town Council  
1 – 3 Buller Road  
Torpoint  
Cornwall  
PL11 2LD

**Your ref:**

**My ref:** KT/066190

**Date:** [INSERT DATE], 2022

BY EMAIL ONLY:

clerk@torpointtowncouncil.gov.uk

**Please quote our reference on all correspondence**

**DRAFT**

Dear Mrs Southworth,

**Grant Funding Agreement relating to the Improvements at Torpoint Library and the creation of a Community Hub.**

This letter sets out the terms of the grant which The Cornwall Council (“the **Council**”) is prepared to make to Torpoint Town Council (“the **Recipient**”) (the “**Parties**”) for the purposes of further investment into the improvements at Torpoint library, to create a community hub and to support the priorities within the 2020 Vision for Library & Information Service for Cornwall (attached at Appendix 3).

The funding is in respect of the improvements at Torpoint library, to create a community hub and to support the priorities within the 2020 Vision for Library & Information Service for Cornwall (the “**Project**”), as set out in more detail at Appendix 1.

The Council is prepared to offer the Recipient a grant of £13,000 (thirteen thousand pounds) (“the **Grant Funding**”) to support the Project work provided by the Recipient. The payment of the Grant Funding is conditional upon the Recipient accepting the terms and conditions for the Grant Funding which are set out in this letter (the “**Agreement**”).

Cornwall Council, Legal Services, 4<sup>th</sup> Floor, North Wing,  
County Hall, Truro, Cornwall, TR1 3AY  
Tel: 0300 1234 100 www.cornwall.gov.uk

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## Terms and Conditions of the Grant

1. The commencement date is the signing and returning of this grant offer letter to the Council by the Recipient. The period of the Grant Funding is for one (1) year from the commencement date. (“the **Grant Period**”).
2. Each Party hereto warrants and represents to each of the others that it has the full authority, power and capacity to enter into these terms and conditions, and that all necessary actions have been taken to enable it lawfully to enter into these terms and conditions.
3. Payment of the Grant Funding will be made upon receipt of an invoice/evidence provided to the Council that the Recipient has commenced the Project.
4. The Grant Funding is to be paid to the Recipient in accordance with the payment details at Appendix 2.
5. The Grant Funding is not consideration for any taxable supply for VAT purposes from the Recipient to the Council. The Council’s obligations do not extend to paying the Recipient any amounts in respect of VAT in addition to the Grant Funding and the Grant Funding is inclusive of VAT should any VAT be deemed to be payable.
6. The Recipient will use the Grant Funding exclusively to fund the Project as set out in detail at Appendix 1 and shall not make any changes to the Project without the Council’s prior written agreement.
7. The Recipient agrees to monitor the progress of any targets or outcomes as set out at Appendix 1 and complete any reports as reasonably required by the Council, the first report to be provided to the Council within 12 months of the commencement date confirming how they have spent the grant and how this expenditure has supported the 2020 Vision for a Library & Information Service for Cornwall.
8. The Recipient shall inform the Council if any legal claims are made or threatened against it which would adversely affect the delivery of the grant outcomes.

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9. The Recipient agrees to inform the Council in writing as soon as possible of any investigation which might affect the delivery of the grant outcomes carried out by the Police, Health and Safety Executive, HM Revenues & Customs or any other regulatory body.
10. The Recipient agrees to comply with all laws regulating the way that it delivers the grant outcomes.
11. The Recipient agrees to send the Council any further information that it may ask for about the grant outcomes or its organisation and activities, the number of users and other beneficiaries and such other information as the Council may require from time to time. The Council may use this information to monitor the Grant Outcomes.
12. If requested by the Council, the Recipient will permit the Council to undertake site visits to the Project.
13. The Recipient will act in a fair and open manner without distinction as to race, religion, gender, sexual orientation age or disability, and in compliance with relevant legislation.
14. The Recipient to comply with its own and the Council's Safeguarding policies.
15. The Recipient will ensure that it complies with all relevant legal and regulatory requirements in its use of Grant Funding for the delivery of the Project.
16. The Recipient will ensure it has expressly obtained all and any necessary permissions and consents required to undertake the Project (if applicable).
17. The Recipient will acknowledge the Grant Funding publicly as appropriate and practical and will ensure that any publicity includes an acknowledgement of the Funding from the Council.
18. The Recipient shall not publish any material referring to the Project without the prior



written agreement of the Council.

19. The Recipient shall put and keep in place systems to prevent fraud/misappropriation of the Grant Funding.
20. The Recipient will be available for meetings as reasonably required by the Council and allow the Council and its agents and auditors full and free access to any records and accounts relating to the Grant Funding.
21. Both the Recipient and the Council may share information about the Grant Funding with parties of their choice as well as with any applicants who make an information access request under the Freedom of Information Act 2000 or other relevant information law provisions.
22. The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the term of the Agreement, shall remain the property of that Party.
23. Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.
24. Where the Recipient has provided the Council with any of its Intellectual Property Rights for use in connection with the Project, the Recipient consents to the Council continuing to use the Intellectual Property Rights in the event of termination or expiry of the contract, to include the Project name and logo, for the purposes of advertising and promoting the Project.
25. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the project.



Such acknowledgements (where appropriate or as requested by the Partners and/or the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

26. The Recipient agrees to give the Council an opportunity to add a quote to any press release with no less than five (5) working days before the intended date of issue and to keep the Council informed of any media requests for interviews or statements and give the Council the opportunity to participate or comment.
27. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
28. The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice. The Council shall acknowledge the support of the Recipient in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Recipient) shall include the Recipient's name and logo (or any future name or logo adopted by the Recipient) using the templates provided by the Recipient.
29. The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in their promotional activities relating to the Project.
30. The Parties must comply with the Data Protection Regulations and the Data Protection Act 2018 (together referred to as the Data Protection Legislation) and subordinate and subsequent legislation.
31. The Recipient must ensure that all Personal Data processed by or on behalf of the Recipient in the course of delivering the Project is processed in accordance with the relevant Parties' obligation under Data Protection Legislation (the Data Protection Act 2018 and the UK GDPR as amended) and any formal data guidance produced in respect of the Data Protection Legislation.



32. The Parties acknowledge their respective duties under the Freedom of Information Act 2000 (FOIA) and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practices issued by the Information Authority or relevant government department. The Parties shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties. The Recipient shall transfer any request under the FOIA to the Council within two (2) working days of such a request and shall not respond to such request unless directed to by the Council.
33. The Recipient agrees to adopt the following principles when carrying out the Project:-
- a) Communicate openly about major concerns, issues or opportunities relating to the Project;
  - b) Share information, experience, materials and skills as required with other third parties involved in the Project;
  - c) Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
  - d) act in a timely manner (in respect of a), b) and c) above;
  - e) recognise the time-limited nature of the Project and respond accordingly to requests from the Council;
  - f) collaborate with the Council's representatives and other partners involved in the Project;
34. The Council may withhold or demand repayment of the Grant Funding at its absolute discretion, in any of the following circumstances, if the Recipient:
- a. fails to comply with the terms of this Agreement;
  - b. fails to obtain express consents (if applicable);
  - c. obtains duplicate funding from a third party for the Project;
  - d. gives significantly misleading or inaccurate information, whether deliberate or accidental during the Grant Period including but not limited to any information relating to the outcomes and targets;

- e. becomes legally ineligible to hold the Grant Funding;
  - f. at any stage during the Grant Period withholds information that the Council has reasonably requested that could affect the Council's decision to continue or withdraw all or part of the Grant Funding;
  - g. is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
  - h. the Council has reasonable grounds to believe that it is necessary to protect public money;
  - i. ceases to operate for any reason.
35. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Funding or from withdrawal of the Funding. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
36. This Agreement may be terminated by the Council on the giving of one (1) month's written notice to the Recipient or on immediate notice if the Recipient is in breach of any of the terms contained in paragraph 34 above.
37. In the event of termination, the Council shall cease to be under any obligation to the Recipient and all payments of Grant Funding shall cease immediately.
38. The Recipient shall promptly return all Grant Funding to it, or proportion thereof, not properly utilised or applied to the delivery of the Project.
39. The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise under clause 35. This includes (without limitation) situations where either an incorrect sum of money has



been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

- 40. If a clawback is imposed a notice will be sent to the Recipient setting out the amount of overpayment that the Council considers has occurred together with the level of clawback imposed.
- 41. If a clawback is imposed the Recipient shall either pay the amount or agree to the clawback being offset from a future payment of Funding as the case may be.
- 42. Each Party acknowledges that these terms and conditions and any Appendices thereto contain the whole Agreement between the parties and supersedes any previous agreement between the parties whether written or oral.
- 43. The terms of this letter are subject to English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 44. Each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each Party's manuscript signature.

Please sign and return a copy of this letter to acknowledge your agreement to the terms set out above.

Yours sincerely

.....  
Authorised Signatory for **THE CORNWALL COUNCIL**

Print Name:.....

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I am duly authorised on behalf of **TORPOINT TOWN COUNCIL** to accept this Grant Funding on the terms and conditions set out in this Agreement.

Signed: .....  
Authorised Officer

Print Name:.....

Signed: .....  
Authorised Officer

Print Name:.....

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## APPENDIX 1

### The Project, Targets and Outcomes

#### The Project

Torpoint Community Hub Project

#### Targets

To invest the Grant Funding into improvements at Torpoint library, to create a community hub. The Town Council has provided a costed list of items it intends to purchase with the Grant Funding ("Appendix 2"). The Town Council may make reasonable amendments to this list, provided that any amendments adhere to the grant objectives and it consults the Council, in writing, in accordance with this Agreement.

To provide a report to the Council within twelve (12) months of the commencement date confirming how they have spent the grant and how this expenditure has supported the 2020 Vision for a Library & Information Service for Cornwall, attached at Appendix 3.

#### Outcomes

The Town Council is to use the Grant Funding to enable further investment into the improvements at Torpoint library, to create a community hub, in support of the priorities within the 2020 Vision for a Library & Information Service for Cornwall. In this respect, the Town Council should be guided by the following advice set out by the Head of Library & Information Services:

*"The Library Vision focusses on a number of key priorities. We use the data to focus resources, projects and plans towards providing better outcomes to communities. There needs to be a clear plan to attract a wider customer base post Covid with a focussed approach on those living in need. Deprivation levels in Cornwall are likely to grow and the Library and Information Service want to provide services for children living in low income families as a priority. There is real potential, particular post pandemic, to join forces with a number of other services and organisations and this also provides a route to various funding streams." (Julie Zessimedes, Head of Library & Information Services).*



## APPENDIX 2

### Payment of the Grant Funding

1. The sum of thirteen thousand pounds (£13,000) inclusive of VAT (if applicable).
2. No funding shall be paid unless and until the Council is satisfied that such payment has or will be used for proper expenditure in the delivery of the Project.
3. The amount of Grant Funding shall not be increased in the event of any overspend by the Recipient in the delivery of the Project.
4. [INSERT BANK ACCOUNT DETAILS].



## APPENDIX 3 – 2020 Vision for Library & Information Service for Cornwall

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