



Cedar Drive Thrapston Northamptonshire NN14 4LZ
Telephone 01832 742000
Email info@east-northamptonshire.gov.uk
www.east-northamptonshire.gov.uk

Grant Agreement

Made on: day of 2017

Between: East Northamptonshire Council,
Cedar Drive, Thrapston, Northamptonshire NN14 4LZ

(referred to in this agreement as “the Council”)

and

Community Law Service (Northampton and County),
49-53 Hazelwood Road, Northampton, NN1 1LG

(referred to in this agreement as “the grant awardee”)

Where as: The grant awardee is a registered charity and a company limited by guarantee providing specialist advice, information, casework, representation, training and consultancy in the fields of debt, welfare benefits, housing, employment law and immigration and nationality.

The Council is a local authority for the district of East Northamptonshire and is empowered to make arrangements for the provision of services or support for services and activities similar to those offered by the grant awardee.

The purpose of this agreement is that: The Council will provide to the grant awardee a community support grant in the form of a sum of money per year to support the grant awardee in achieving the stated outcomes as set out in this agreement.



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The Council and the grant awardee agree as follows:-

1. General Provisions

- (a) The grant awardee will only use the grant monies provided by the Council under this agreement and as set out in this agreement.
- (b) The grant awardee will provide services and activities to support the achievement of the outcomes and targets as set out in Schedule 2.
- (c) For the purposes of this agreement the East Northamptonshire district shall be that as illustrated on the map in Schedule 1.
- (d) The Council will make financial payments to the grant awardee as set out in Clause 3 and this will be wholly exclusive to the agreement period as defined in Clause 2.

2. Agreement period

The agreement covers the period from 1 April 2017 to 31 March 2020 inclusive, subject to the invoking of any of the termination arrangements set out in Clause 12 herein.

3. Finance and payment

- (a) The Council shall make payments to the grant awardee under the agreement in equal quarterly payments by the dates set out in Schedule 3. The annual amounts not exceeding that set out in the table below:-

Year	Maximum amount
1	£50,000
2	£50,000
3	£50,000

An action plan for achieving the outcomes and targets in year 1 is set out in Schedule 2. Payments in both years 2 and 3 will be authorised on the basis of the successful agreement of actions plans at the start of each year. These action plans will be annexed to this agreement.

- (b) The grant awardee recognises that it is receiving public funding under the agreement and will be held accountable for the same.

- (c) In the event of having to invoke Clause 12 herein, the Council will be entitled to recover any unspent funds pro-rata to any period remaining under the agreement.
- (d) The grant awardee will keep proper financial accounts and shall comply with the requirements of the Companies Act and Charities Act 1993 for audit or independent inspection of those accounts. The Council's Chief Finance Officer or Finance Manager shall be entitled to see copies of the financial reports and management accounts presented to the meetings of the Board of Trustees of the grant awardee and financial information relating to any aspect of service or activities the grant awardee is providing under this agreement.
- (e) The grant awardee will provide the Council's Chief Finance Officer with a copy of its approved and published Annual Report and Financial Statements, within which the Council will be recognised as a grant provider to the grant awardee.
- (f) The Council shall not divulge to any third party information obtained as a result of the inspection of the grant awardee's accounts save insofar as that information is already in the public domain or the grant awardee has consented to the disclosure or the Council is under a legal duty so to do.
- (g) The grant awardee acknowledges and understands that the Council gives no undertaking whatsoever to commission any of its services, or any services in relation to debt management services howsoever provided, beyond the 31 March 2020 or on the termination of this agreement.
- (h) In the event of the grant awardee ceasing trading for whatever reason, the Council will reserve the right to consider recovering any funding given as part of the grant.

4. Representatives

4.1 Council's representative

The Council's representative will be the Community Partnerships Manager, who is employed by the Council and this shall include any successors or persons appointed by the Council to act in the capacity of the Council's representative and notification of the same given to the grant awardee.

4.2 Grant Awardee representative

The grant awardee representative will be its Chief Executive who is employed by the grant awardee and shall include any successors or persons appointed by the grant awardee to act in the capacity of its representative and notification of the same given to the Council.

4.3 Elected member

The Council will be entitled to appoint one of its elected members to attend relevant agenda items of the meetings of the grant awardee's Board of Directors or Trustees as an observer. The purpose of this is to develop and support the development of a strong working relationship between the Council and the grant awardee.

The grant awardee will ensure the elected member receives satisfactory notice of all board meetings taking place and all relevant agenda item papers in relation to the business associated with the grant to be transacted at these meetings.

5. Monitoring of performance and quality

5.1 Monitoring systems

The grant awardee will put in place a robust and effective monitoring and quality control system to the satisfaction of the Council's representative, prior to the start of this agreement. The grant awardee will keep detailed records through this system to demonstrate the achievement of the targets and outcomes set out in Schedule 2.

5.2 Quarterly monitoring meetings

The grant awardee will provide the Council's representative with a monitoring report against the targets and outcomes in each quarter. Quarterly monitoring meetings will take place between the Council's representative and the grant awardee's representative as set out in Schedule 3. The purpose of these meetings will be to review the grant awardee's performance in each quarter prior to releasing the funding for the next quarter.

Each of the monitoring meetings will be conducted as follows:-

- Review the outturn figures for the quarter against the targets set.
- Review the grant awardee's activities in the quarter and how these have contributed to the achievement of the targets.
- Agree any changes to activities and remedial action where performance needs to improve.
- Confirm activities for next quarter.

The quarterly meetings will be recorded.

5.3 Publishing reports

In accordance with the Department for Communities and Local Government Policy: 'Making local councils more transparent and accountable to local people' monitoring reports detailing the achieved targets and outcomes for each quarter will be published on the Council's website after each monitoring meeting.

5.4 Remedial action

In accordance with Clause 5.2 areas identified as under performing or not conforming to any part of this agreement will be notified in writing to the grant awardee. The grant awardee will undertake such remedial action to the satisfaction of the Council's representative within the time period agreed. Failure to achieve this by the grant awardee will be determined as a default under this agreement.

5.5 Default

Pursuant to Clause 5.4 above the Council's representative will refer any continuous under performance to the Council's Head of Customer and Community Services. A meeting will be convened with the grant awardee and a remedial plan of action will be agreed together with a timeframe for such work to be completed. If this work is not completed within the agreed timeframe the Head of Customer and Community Services will refer the matter to the Council's Policy and Resources Committee for approval to withdraw the grant and Clause 12 herein will be invoked.

6. Legal and statutory obligations

- (a) The grant awardee will meet all of its obligations and comply with all relevant laws, statutory instruments and codes of practice in relation to the services it will provide under this agreement and satisfy the Council's representative that it is maintaining the same throughout the entire period of this agreement.
- (b) The grant awardee will immediately notify the Council's representative of any orders, notices or intended prosecutions or investigations served on the grant awardee at anytime during the agreement period. Failure by the grant awardee to do this will result in the grant being suspended in accordance with Clause 12 herein.



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7. Employed staff and volunteers

- (a) The grant awardee will demonstrate to the Council's representative that it has all relevant policies and procedures in place and maintaining the same for complying with all of its obligations in relation to the recruitment and employment of staff and volunteers.
- (b) The grant awardee will ensure that all staff and volunteers it employs to carry out the services under this agreement have been subjected to an enhanced Disclosure and Barring Service check in respect of working with children and vulnerable adults and satisfy the Council's representative that such checks have been carried out.
- (c) The grant awardee will have in place a Safeguarding Children and Vulnerable Adults Policy or similar, maintaining the same and a copies given to the Council's representative.

8. Publicity

The grant awardee will recognise the Council in any and all literature relating to any activity or service it provides under this agreement. All publicity, press and media releases, promotional material, programmes and advertisements must display the Council's official logo and wording beside the title "supported by East Northamptonshire Council".

9. Insurance

The grant awardee shall have in place all appropriate and legally required insurances maintaining validity of the same during the whole period of agreement and produce such documentation on request by the Council's representative or Chief Finance Officer.

10. Equal Opportunities

Both parties shall provide to the other a copy of their statement of equal opportunities and the grant awardee shall ensure that services are provided in a way that supports the needs of everyone including those with protected characteristics.

11. Assignment

This agreement is specific to the Council and the grant awardee and may not be assigned or sub contracted by either party without prior agreement in writing of the other.



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12. Termination

- (a) Either party may terminate this agreement by giving three months notice in writing.
- (b) Notwithstanding Clause 5.5 herein if either party fails to comply with the terms of this agreement the other party may set out in a written notice where the failure has occurred and require that the failure be made good within a specified reasonable timescale. Failure to meet this timescale shall entitle the aggrieved party to cancel this Agreement seven days after the date specified. In this event the aggrieved party shall be entitled to payment or repayment of funds outstanding and may be entitled to compensation for any loss incurred as a result of failure to comply with this Agreement.



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This agreement is signed and dated by the parties as follows:-

For East Northamptonshire Council, the Council by:

.....

whose position is Head of Customer and Community Services and is a duly authorised officer.

Dated.....

and

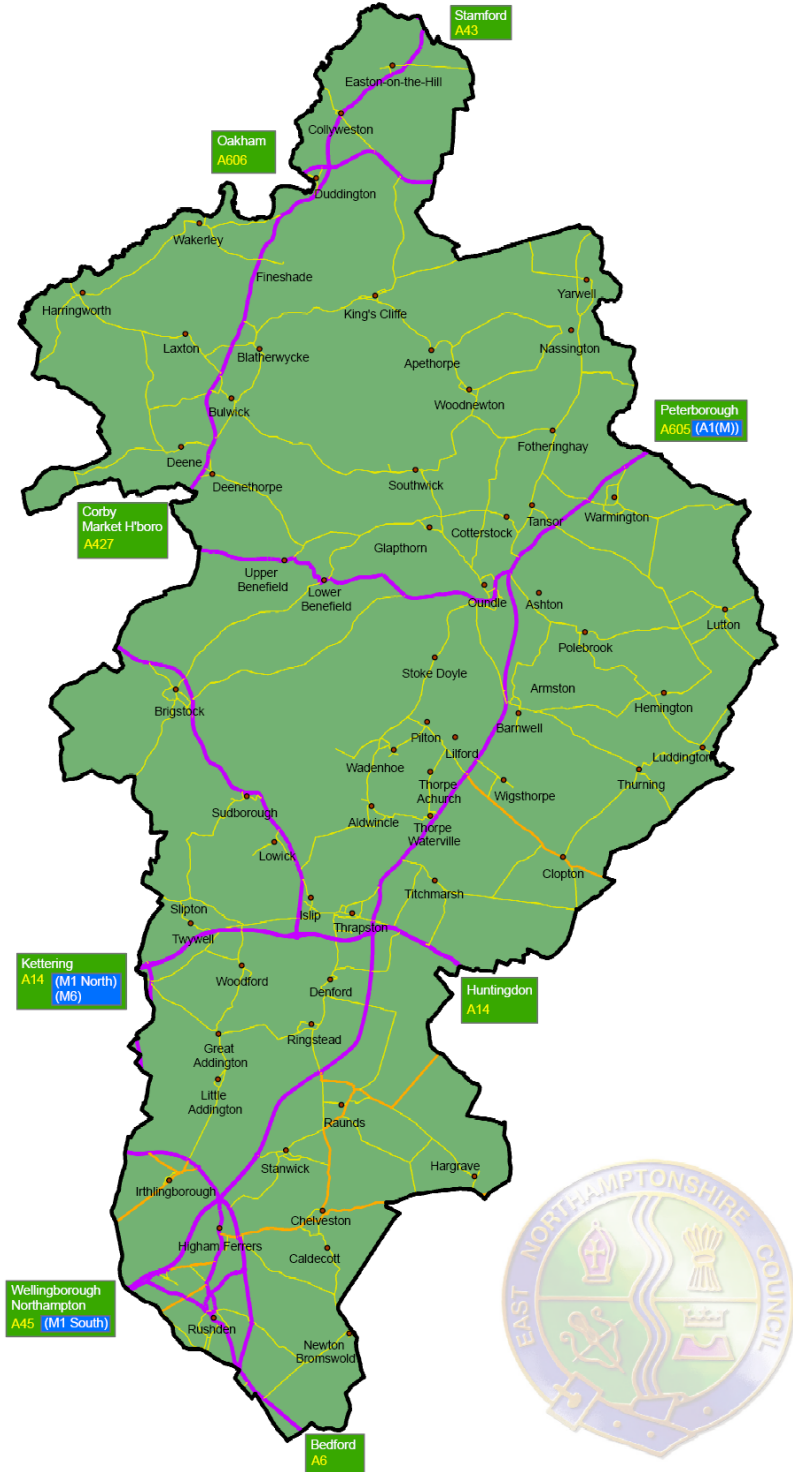
For Community Law Service (Northampton and County), the grant awardee by:

.....

whose position is.....and is duly authorised to sign on behalf of the grant awardee.

Dated.....

SCHEDULE 1 – Map of East Northamptonshire



SCHEDULE 2 – Outcomes and targets to achieve

Year 1							
1 April 2017 to 31 March 2018							
Outcome to achieve	Key activities	Milestones	Outcome measured by	Q1 Target	Q2 Target	Q3 Target	Q4 Target
Reduced debt across East Northamptonshire	Access to services across East Northamptonshire		Total no. of clients assisted with debt/benefit advice	400	400	400	400
			No. of new clients provided with specialist debt/benefit advice	300	300	300	300
			Amount of debt managed for residents	£600,000	£600,000	£600,000	£600,000
	Promote the services across East Northamptonshire	On-going programme	List of areas/outlets with promotional material				
	Attend partner and agencies events in relation to debt		No. of events attended	4	4	4	4
	Work with all partners and agencies to maximise resources for supporting debt prevention in East Northamptonshire		List agencies/organisations				
	Regular service meetings with ENC Revenues and Benefits team		No. of meetings attended	1	1	1	1
	Work with ENC Revenues and Benefits team to address residents debt advice needs in relation to social welfare reform changes		Detail activities undertaken				
Instigate Debt Relief Orders (DRO) across East Northamptonshire	On-going	No. of debt relief orders completed	2	2	2	2	
Provide advice/assistance with basic bank accounts		No. of clients who have setup a basic	20	20	20	20	



			bank account				
Effective personal financial management	Awareness campaigns about the implications of using unscrupulous and high interest lenders		No. of awareness campaigns run	1	1	1	1
	Energy saving and utilities cost saving support		Number of residents advised	100	100	100	100
Increased benefit take-up across East Northamptonshire	Support clients with benefit-related casework working closely with ENC teams	On-going	No. of new benefit checks	100	100	100	100
			Total benefit income secured	£250,000	£250,000	£250,000	£250,000
	Benefit take-up campaigns		No. of campaigns run	1	1	1	1
Enhanced advice and information services in East Northamptonshire	Increased access to services through the provision of a mixed model of service delivery targeted to people living in areas scoring high in index of Multiple Deprivation for access to services. This will include home visits, outreach events, email advice and telephone advice in addition to access at the Rushden Advice Centre	On-going	% of specialist debt and benefit related advice provided for people living in areas scoring high on the Index of Multiple Deprivation for access to services	45%	45%	45%	45%
			List targeted locations and delivery method				
	Continuing and developing partnership work with agencies that work with vulnerable / specialist groups		List number of referrals made to and received from other specialist services				
			List referrals made and received from other agencies including type of service				
	Provide updates on promotional material about the services provided in East Northamptonshire, together with a programme of distribution and locations	On-going	State any developments to promotional materials and activities				

NB Year 2 and 3 to be agreed.



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Additional Information to be provided with quarterly monitoring reports for discussion at monitoring meetings:

- **Client and partner feedback on services provided**
- **Feedback from volunteers/back to work programme participants on programme of training provided and their input to the service**
- **Geographic spread of customers**
- **Web feedback statistics**
- **Current position with other external funding**

SCHEDULE 3 – Monitoring, meetings and payment dates

Parties will endeavour to meet the dates as set out below:

Year	Quarter	Period dates	Monitoring report deadline	Monitoring meeting	Payment date (Quarter in advance)
1	1	1 April – 30 June 2017	17 July 2017	24 July 2017	w/c 3 April 2017
	2	1 July – 30 September 2017	16 October 2017	23 October 2017	w/c 24 July 2017
	3	1 October - 31 December 2017	15 January 2018	22 January 2018	w/c 23 October 2017
	4	1 January - 31 March 2018	16 April 2018	23 April 2018	w/c 22 January 2018
2	1	1 April - 30 June 2018	16 July 2018	23 July 2018	w/c 23 April 2018
	2	1 July - 30 September 2018	15 October 2018	22 October 2018	w/c 23 July 2018
	3	1 October - 31 December 2018	14 January 2019	21 January 2019	w/c 22 October 2018
	4	1 January - 31 March 2019	15 April 2019	22 April 2019	w/c 21 January 2019
3	1	1 April - 30 June 2019	15 July 2019	22 July 2019	w/c 22 April 2019
	2	1 July - 30 September 2019	14 October 2019	21 October 2019	w/c 22 July 2019
	3	1 October - 31 December 2019	13 January 2020	20 January 2020	w/c 21 October 2019
	4	1 January - 31 March 2020	13 April 2020	20 April 2020	w/c 20 January 2020