

Agenda No.11

Network Rail
Asset Management
Western House
1 Holbrook Way
Swindon
SN1 1BD

Cllr Richard Bickford
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
Cornwall
PL12 6JX

6th June 2018

O/Ref: GW1441

Dear: Cllr Richard Bickford

Re: Engineering engagement with Network Rail at Saltash, Cornwall. MLN2 251m 25ch

Further to your correspondence relating to the above, I enclose a Basic Asset Protection Agreement (BAPA) which acknowledges the mutual consideration of the payment of one pound (£1), receipt of which may be invoiced by Network Rail for the provision of services related to your works.

Please sign and return the enclosed Basic Asset Protection Agreement (BAPA) to:

Richard Selwood
Asset Protection Project Manager,
Network Rail
Asset Management
Western House
1 Holbrook Way
Swindon
SN1 1BD

Note: A photocopy or scanned copy of the BAPA will not be accepted; please ensure a printed original is signed and dated. Upon receipt and signature by Network Rail, a signed copy will be returned to you.

Please note that authority for the provision of services by Network Rail cannot be given without our prior receipt of the signed Agreement (unless an existing agreement has been deemed suitable).

If we do not hear from you within 3 months of the date of this letter we will assume you do not wish to proceed with these works and our file on this project will automatically be closed. If at a later date there is a change and you wish to proceed with these works please make contact with the originator who will reissue a BAPA for these works.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "P S Burton".

Peter Burton
Senior Asset Protection Engineer

BASIC ASSET PROTECTION AGREEMENT**Relating to Outside Party Works****Network Rail Infrastructure Limited****1 Eversholt Street London NW1 2DN**

Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
Cornwall
PL12 6JX

For the attention of Cllr Richard Bickford

Date

Dear Sirs,

Basic Asset Protection Agreement relating to GW1441 for engineering engagement with Network Rail at Saltash, Cornwall. MLN2 251m 25ch.

1. Network Rail Infrastructure Limited ("**Network Rail**") has agreed with the Customer for the Customer to carry out the works set out in Schedule 1 to this letter ("**the Works**") on the terms set out below. The Schedules and this letter are collectively referred to as '**this Agreement**'. The Works comprise some or all of the following:
 - (a) permanent works making changes to Network Rail's infrastructure and/or operational track ("**Rail Related Works**");
 - (b) permanent works creating a new structure ("**New Structure**") which in construction and following completion may impact upon the safety and operation of the Network Rail's infrastructure and/or operations (the "**Railway**"); and/or
 - (c) any works interfacing with and potentially impacting upon the safety and operation of the Railway during construction.

A provisional programme is included in Schedule 1.

Obligations of the Customer

2. In designing and carrying out the Works, the Customer shall exercise the standard of reasonable skill, care and diligence to be expected of a suitably qualified and competent designer and works contractor experienced in designing and carrying out works of a similar nature, scope and complexity to the Works. The Works shall be designed and carried out in accordance with any requirements stipulated in writing by Network Rail, any approvals provided by Network Rail or consents obtained for the Works, Railway Group Standards and Network Rail Company Standards (the last two items are together are referred to as the "**Standards**").
3. Any variations to the Works shall only be effective if agreed by Network Rail in writing (such consent not to be unreasonably withheld or delayed, provided that Network Rail shall have sole discretion in relation to safety issues affecting the Railway).

4. The Customer shall be the sole 'Client' for the purposes of the Construction (Design and Management) Regulations 2015 and shall make the declaration to the Health and Safety Executive under regulation 4.
5. Not used.
6. Prior to any access to the site or implementation of the Works, the Customer shall agree with Network Rail the public liability insurance to be maintained by the Customer for the benefit of Network Rail.
7. The Customer shall ensure that any information or instructions provided to Network Rail by the Customer are prepared and given in such a diligent and professional manner and with such clarity and in such detail as is necessary for Network Rail to comply with its obligations in this Agreement.
8. The Customer and Network Rail shall liaise generally on all safety matters arising out of the Works as they affect alterations to the railway network.

Access and Possessions

9. Access to the site where the Works are to be carried out (the "Site") and the programme for the Works shall be agreed in writing in advance of the Customer being granted access to the Site. If a possession of the network is required to carry out the Works, Network Rail shall book such possession in accordance with its possession planning and booking system (subject to the procedures set out in the Network Code) and the Customer will pay Network Rail all costs incurred in providing the possession or as a result of such possession (including any payments to train operators) in accordance with Schedule 2.

Network Rail services

10. Network Rail shall provide the services set out in Schedule 1 ("the Services"). Network Rail estimates the cost of carrying out the Services to be £1.00. Network Rail shall use reasonable endeavours to carry out the Services for that amount but the Customer shall pay all costs incurred by Network Rail in accordance with Schedule 2.
11. In carrying out the Services, Network Rail shall exercise the standard of reasonable skill, care and diligence to be expected of a suitably qualified and competent person engaged in carrying out or procuring the carrying out of services of a similar nature, scope and complexity to the Services but taking into account Network Rail's duties to operate, maintain and renew the Railway.
12. Network Rail shall at the cost of the Customer make available to the Customer, within a reasonable time, the data and information in Network Rail's possession (except for data and information which is confidential or commercially sensitive or already in the public domain) which the Customer reasonably requires to carry out the Rail Related Works. Network Rail does not warrant the accuracy or sufficiency of data and information provided to the Customer and the Customer shall be responsible for verifying the accuracy and assessing the sufficiency of all data and information provided.
13. Network Rail may suspend the Works at any time with immediate effect, or take any protective action if Network Rail reasonably believes, acting in its role as owner and operator of the network, that the safety of the Railway or any person is at risk or the suspension or protective action is in the best interests of the operation of the Railway.

The Customer shall pay all costs incurred by Network Rail in taking any such action as set out in this paragraph.

Consents

14. It may be necessary for Network Rail to apply for certain consents before the Customer can carry out the Works, including those specified in Schedule 1. Network Rail will use reasonable endeavors to obtain those consents. It will be necessary for the Customer to apply to Network Rail for various approvals (including Method Statements, Approval in Principle, etc.) before carrying out the Works. Network Rail cannot promise that the consents or approvals will be granted or that the conditions upon which they may be granted will be acceptable to the Customer. The Customer shall be responsible for paying all reasonable costs associated with applying for the consents and approvals and any costs or compensation payable as a consequence of the grant of the consents and approvals.
15. The Customer shall comply with all Network Rail sign-off procedures which apply to the Works and shall provide certificates as required by Network Rail prior to the completion of the Rail Related Works as set out in the Standards, and as set out by Network Rail in writing. Any signing-off of the Works by Network Rail does not relieve the Customer from its obligations to comply with the terms of this Agreement nor is it confirmation by Network Rail that the Customer has complied with those obligations.

Post Completion^l

16. Not used.
17. Not used.
18. Not used.
19. Not used.

Invoicing and payment

20. Network Rail shall invoice the Customer for the Services and for all other costs to be paid by the Customer in accordance with the payment provisions set out in part 4 of the Schedule. The Customer shall pay the invoice in full within 28 days from receipt of the invoice. If the Customer wishes to dispute the amount set out in an invoice it shall notify Network Rail within 10 days of delivery of the invoice specifying the disputed amount and the grounds on which it claims that the relevant amount is not due and payable. Late payment of any amount(s) due and payable under any invoice shall carry interest at the rate of 2% above the base rate of HSBC Bank plc from time to time. All amounts are exclusive of Value Added Tax, which will be charged at the applicable rate.

Liability

21. The maximum liability of Network Rail to the Customer arising out of or in consequence of this Agreement (whether for breach of contract, in tort, for breach of statutory duty or otherwise) shall in all circumstances be limited in aggregate to 50% of the Network Rail Costs (as defined in Schedule 2) paid by the Customer during the preceding 24 months, provided that such limit shall not apply in respect of any liability in respect of death or personal injury resulting from the negligence of Network Rail.
22. In no circumstances shall Network Rail or the Customer be liable to one another in respect of this Agreement for any indirect or consequential loss (including loss of profit)

howsoever arising (without prejudice to paragraphs 4, 9, 13, 14 or 16 to 20 (inclusive) or 26 or to Schedule 2).

23. The Customer shall indemnify Network Rail for all loss suffered and from all liability and claims incurred for: (A) death or injury to persons, (B) damage to property and (C) any interference to the Railway, arising from the carrying out of the Works (except to the extent the liability or claim arises due to the negligence of Network Rail).

Termination

24. Network Rail may, by serving notice on the Customer, terminate this Agreement with immediate effect if the Customer is in material breach of any of its obligations in this Agreement (provided that Network Rail shall first notify the Customer of any remediable breach and its intention to terminate, and shall allow the Customer a period of 28 days to remedy such breach). The Customer may terminate this Agreement on giving Network Rail 28 days notice in writing if any of the consents or approvals required for the Works is not obtained.
25. Upon termination, all obligations of both parties under this Agreement shall cease except for:
- (a) paragraphs 17 to 19 (inclusive), 21 to 23 (inclusive) and 26 to 36 (inclusive); and
 - (b) any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights.
26. Except where termination is due to Network Rail's default or insolvency, the Customer shall pay Network Rail for (A) any unpaid Services as at the date of termination, and (B) the reasonable costs of removing all plant, equipment and those materials not incorporated into the Works and in reinstating or procuring the reinstatement of the Works (or such part thereof as may exist as at the date of termination) and the relevant part or parts of the Railway affected by the Works to the extent necessary to make the same safe and/or secure and enable Network Rail to meet its contractual, statutory and Network Licence obligations (including the reasonable cost of any contractors and compensation to third parties). The decision to make good the Site and/or complete the Rail Related Works (or part of them) shall be discussed with the Customer but shall be the final decision of Network Rail. If so requested by Network Rail, the Customer shall give reasonable assistance to Network Rail in relation to making good the Site.

General

27. Not used.
28. Neither party shall disclose any confidential information save as required by law, or in the case of Network Rail as required by its statutory duties or Network Licence. On termination of this Agreement, the Customer shall either destroy or, if reasonably requested to do so, return any confidential information within its possession or control that belongs to or was provided by Network Rail.
29. The Customer acknowledges that:
- (a) Network Rail may be required, under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (collectively, the **Information Acts**), to disclose information relating to the Works; and

- (b) notwithstanding any other provision in this Agreement, Network Rail shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
 - 30. The Customer shall provide all necessary assistance and cooperation as reasonably requested by Network Rail to enable it to comply with its obligations under the Information Acts.
 - 31. Nothing in this Agreement shall:
 - (a) limit, qualify or override or purport to limit, qualify or override any obligation, right or entitlement of Network Rail which arises by reason of any Network Licence Condition, the terms and conditions of any existing access agreement or any statutory duty pursuant to the Railways Act or any other law; or
 - (b) require Network Rail to do anything which is inconsistent with any Network Licence Condition, the terms and conditions of any existing access agreement or any statutory duty pursuant to the Railways Act or any other law.
- In the event of any conflict between the provisions of this Agreement and any such Network Licence Condition, access agreement, statutory duty or contractual obligations:
- (i) Network Rail shall notify the Customer as soon as practicable of any such conflict of which it becomes aware; and
 - (ii) the Network Licence Condition, access agreement, statutory duty or contractual obligations shall prevail and (to the extent that such conflict is not resolved by the parties agreeing to vary this Agreement) this Agreement shall be of no effect to the extent of such conflict.
- 32. Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within five working days of receipt by one party of a proposal by the other the adjudicator shall be appointed at the request of either party by the President of TECBAR
 - 33. Notices shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party. Any notice sent by post shall be conclusively treated as having been served 48 hours after posting.
 - 34. Neither party may assign or charge its rights or interests under this Agreement without the prior consent of the other party (not to be unreasonably withheld or delayed).
 - 35. Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than Network Rail or the Customer.
 - 36. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements between the parties relating to the subject matter of this Agreement. Both parties acknowledge that in entering into this agreement they are not relying upon any pre-contractual statement that is not set out in this Agreement.
 - 37. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the

courts of England and Wales are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

Yours faithfully

Signed:.....

Name:.....

Date:.....

Duly authorised for and on behalf of Network Rail Infrastructure Limited

We agree to the above.

Signed:..... (Duly authorised for and on behalf of
Saltash Town Council)

Name.....

Dated:.....

SCHEDULE 1 - THE WORKS

1. Description of the Works

- a) ~~Rail Related Works~~
- b) New Structures
- c) Works potentially impacting on the safety and operation of the Railway during construction.

Maintenance, refurbishment (including new roof and rebuilding chimney stacks), conversion and partial demolition and rebuilding of former Station Building. The refurbished building will provide passenger facilities including a waiting room, male, female toilets, and a coffee bar/bistro within an open plan seating/meeting space. Replacing the fence between the platform and the station building.

2. The Provisional Programme

To be advised and agreed between Network Rail and the Company.

3. The Services

Review and acceptance of method statements.

Organise and attend meetings as required.

Railway site superintendence of the physical works affecting Network Rail infrastructure.

Management of internal Network Rail procedures to consider the applications for Network Rail consents.

The appointment of appropriate supporting resources.

Services of the Network Rail Project Manager and Project Commercial Manager to manage the interface with Network Rail.

Review methodology and Engineering Submissions and offer comments and acceptance where required.

Arrange, manage and procure necessary resources to accommodate access to Network Rail Infrastructure as required. (Possessions)

4. The Payment Schedule

The total estimated cost of carrying out the Services is: £1.00. This estimate is valid for acceptance for a period of 30 days from the date at the head of this Agreement.

The Customer shall provide a valid Purchase Order to Network Rail for the total estimated costs charges and expenses above, as assessed by Network Rail. Invoices will be issued as follows: -

- i) Before either the execution of any works or services by or on behalf of Network Rail or the granting of permission for the purpose of commencing the Works, for 50% of the estimated costs charges and expenses assessed by Network Rail and
- ii) Upon anticipation by Network Rail's Engineer that the amount paid by the Customer in accordance with sub clause i) will have been expended a further 50% of these estimated costs charges and expenses and
- iii) Upon final completion of works any balance to be credited or paid, being the difference between the calculated final account and the amount paid to date.
- iv) In respect of costs following final completion of the works, Network Rail may invoice the Customer at any time and such invoices shall be for the actual costs charges and expenses outstanding.

Site safety staff under the instruction of Network Rail shall be charged at the 'Band 5' rate. The Band rates are set out in Schedule 2 of this Agreement.

From time to time a revised estimate may be provided by Network Rail to the Customer and payments to be made shall be reviewed to take account of the revised estimate.

Failure to pay a legitimate invoice under this contract may result in permission to conduct the work being withdrawn by Network Rail.

5. Network Rail consents

Any additional consent required from Network Rail to be in place prior to any construction works commencing.

SCHEDULE 2 - COSTS

1. DEFINITIONS

The following terms shall have the following meanings when used in this Schedule:

"Agency Personnel" means those personnel who have entered into a contract for services with Network Rail to provide services in connection with the Works exclusively to Network Rail;

"Agency Costs" means the cost to Network Rail of any Agency Personnel engaged in connection with the Services multiplied by 1.5, plus the properly incurred expenses and disbursements charged to Network Rail by such Agency Personnel;

"Consultants' Costs" means the costs to Network Rail of any consultants or contractors engaged by Network Rail in connection with the observance and performance of its obligations under this Agreement multiplied by 1.05, plus the properly incurred expenses and disbursements of those consultants or contractors;

"Hourly Rate" means in respect of each member of Network Rail's Personnel in any particular role band the rate set out in paragraph 3 below as the same may be adjusted from time to time in accordance with paragraph 4 below, which rate will be payable in respect of all worked hours spent by Network Rail's Personnel in connection with the Services;

"Network Rail Costs" means Agency Costs, Consultants' Costs, Personnel Costs and Possessions-Related Costs, plus

- (a) costs associated with applying for any consents in relation to the Works; and
- (b) such other costs, expenses and liabilities which are properly incurred by Network Rail in respect of the performance of Network Rail's obligations in respect of the Works

to the extent that they arise from or are a consequence of the Services;

"Network Rail's Personnel" means any employees and/or officers of Network Rail;

"Personnel Costs" means the sum of the relevant Hourly Rate multiplied by the number of hours spent by each member of Network Rail's Personnel in connection with the performance of Network Rail's duties and obligations under this Agreement;

"Possessions-Related Costs" means sums Network Rail will be obliged to pay to any train operator pursuant to Schedules 4 and 8 of the relevant Track Access Agreement or, where such train operator is party to a Freight Access Agreement, the equivalent provision of that agreement.

2. EXPENSES AND DISBURSEMENTS

2.1. The Company shall pay or reimburse Network Rail all Network Rail Costs reasonably incurred by Network Rail plus the following costs reasonably and properly incurred by Network Rail in connection with the Services:

- (a) printing, reproduction and purchase of documents, drawings, office consumables, maps and records;
- (b) travelling expenses as follows:
 - (i) for journeys by train or airplane by all staff - in accordance with Network Rail's then current personnel policies;

- (ii) for journeys by the London Underground system - actual costs;
 - (iii) car hire for business journeys other than home to Network Rail's offices - actual costs;
 - (iv) taxi fares - actual costs;
 - (v) additional costs of daily travel costs from Network Rail's offices to the designated project office; and
 - (vi) hotel and restaurant bills and other subsistence expenses associated with such travel including costs on temporary assignments to the Company, in accordance with Network Rail's then current personnel policies;
- (c) costs incurred that are associated with consultants, subcontracts and other outside services and facilities to the extent not included elsewhere within this Schedule;
 - (d) training courses specifically relating to the Works;
 - (e) any VAT chargeable;
 - (f) technical, commercial, professional and legal fees, costs and disbursements in connection with the Works;
 - (g) any supplemental leases, licences and other documentation entered into by Network Rail and relating to the Services, including all legal and other costs, charges, and expenses incurred by Network Rail in connection with the preparation, negotiation and enforcement of the same;
 - (h) any sums payable by Network Rail pursuant to Conditions G or H of the Network Code or Schedule 4 or Schedule 8 of any Track Access Agreement or the equivalent provisions of a Freight Access Agreement where the same arise in connection with the carrying out or completion of the Works or the subsequent operation of the completed Works; and
 - (i) any other disbursements or expenses incurred by Network Rail in connection with the Works under this Agreement which are not expressly set forth herein.

3. HOURLY RATES from 01 April 2015

Banding	Non London	London
1	£165.70	£169.97
2	£121.83	£126.12
3	£90.66	£94.93
4	£63.34	£67.65
5	£50.68	£54.97
6	£39.95	£44.25
7	£33.16	£37.43
8	£26.32	£30.60

4. ADJUSTMENT OF HOURLY RATES

- 4.1. Network Rail shall adjust the Hourly Rates from time to time as necessary to reflect actual changes in salary bands and other employment conditions that are made in accordance with Network Rail's personnel policies and salary plans.
- 4.2. Network Rail shall serve written notice on the Company setting out any adjustment to the Hourly Rate and indicating the date from which the adjusted Hourly Rate will apply which date shall not be less than 28 days after the date of such notice.

5. REVIEW

- 5.1. As from time to time requested by the Customer, Network Rail shall provide to the Customer reasonable access to and evidence and records of all amounts payable by the Customer under this Schedule (other than the Hourly Rates), which may be reviewed and audited by or on behalf of the Customer.

Agenda No.12**JENKINS & POTTER**
Consulting EngineersStructural & Civil Engineers
Construction Consultants
Principal Designer
Project Managers
Party Wall Surveyors1 Lower Compton Road
Mannamoor
Plymouth PL3 5DHT: 01752 251111
E: plymouth@jenkinspotter.co.uk
www.jenkinspotter.co.uk

Our Ref: GJB/62729

Saltash Town Council
12 Lower Fore Street
Saltash
PL12 6JX18th May 2018

Dear Sirs,

Saltash Railway Station
Quotation for acting as CEM with regard to Network Rail

Bailey Partnership have appointed Jenkins and Potter to work with themselves to carry out the structural and civil engineering design services for the above project. Alongside this appointment they have asked that we submit a proposal addressed to yourselves to act as the CEM with regard to dealing with Network Rail for this project.

Our proposal is that one of our company directors, Alan Dean, who is based in our London office, would formally act as the CEM and deal directly with Network Rail. He would act from London and oversee the project in this regard. Alan Dean has carried out this role before and his CV is attached. Local coordination and attendance at meetings would be by myself, Graham Bartlett, since I am based in Plymouth. I have over 40 years engineering experience and I am a member of APS which deals with health and safety issues with particular regard to the CDM regulations. I also attach my CV for your information.

Our quote for carrying out these services is £2,875 + VAT. Should you wish to discuss this matter or need any further information please feel free to contact either Alan Dean or myself.

Yours faithfully,

Graham Bartlett
for JENKINS AND POTTER

DIRECTORS
A J Hardy BSc CEng MStructE
M Serwicki CEng MICE MStructE MCHM
D R Kent BSc CEng MICE
A W Dean BSc CEng MICE MStructE

ASSOCIATE DIRECTORS
B M Dowle BEng CEng MStructE

ASSOCIATES
G Bartlett BSc CEng MICE CMAA
B S Jubb BEng MStructE
P R Funnell BSc CEng MStructE
P Tinscopa Dip.Eng CEng MStructE
M D Stone BEng Eng MICE

CONSULTANTS
B A Hazell BSc BSc FCGI DIC FRing PICE
FStructE FConst HonFRS
A A Rawson CEng MStructE MPE FConst
J N Tubb MPhil CEng FStructE
D E H Wilde MA CEng MICE MStructE

IT MANAGER
L Cheung BEng



Associate Engineer

Role:

Lead Structural Designer**Specialisms:**

Planning and design of large & medium developments, including both civil and structural engineering and drainage works. Building surveys and refurbishments working closely with Architects and contractors.

Years Experience: 41**Brief Profile:**

Graham joined Jenkins & Potter in 2000 after working both in the UK and overseas with a large multi-disciplinary firm.

Graham manages and is actively involved in the technical solutions for both large and small structural engineering projects within the Plymouth Office. Also acts as PD on projects under CDM 2015 dealing with all H&S aspects and risk assessments.

Qualifications and Affiliations:

- BSc (Hons)(Class 1)
- CEng
- MICE
- IMaPS

General Experience:

Prior to joining Jenkins & Potter, Graham worked for Gibb, Allot & Lomax and WS Atkins. Throughout his career he has gained detailed experience on a variety of projects, from large multi-million pound infrastructure schemes to smaller architecturally led design projects. As part of the previous Cornwall Framework, Graham designed and managed over 25 school extension and refurbishment projects including 8 under the Basic Needs umbrella (TBN) which were completed recently by Interserve.

Graham completed the structural and civil engineering design for Estover Community College (now called Tor High School). Working with the design and build contractor for this new school within a school campus, a £34m complex was designed and constructed around a live school. This included sports hall and changing facilities as well as other halls for assemblies and meetings.

He has worked recently on a variety of projects including two fire stations, maintenance and 3 storeys HQ for Cornwall Fire and Rescue Service. In Plymouth Graham designed a 5 storey and a 4 storey building in Cattedown overlooking Gdynia Way. Ongoing projects involve the new office complex and control centre at Tamar Bridge and other projects with Plymouth City Council and Plymouth University as well as a new BMW showroom near Torquay and another in Falmouth.

Graham has substantial CDM experience to both 2007 and 2015 and is a member of APS.

Other Relevant Experience:

Extra Care & Mixed Use Building - 5 storey and 4 storey structures in Cattedown overlooking Gdynia Way. Large open plan ground floor areas to allow retail or reception layouts.

TBN School Extensions - New classroom blocks at primary schools at Indian Queens, Mount Hawke, Nanpean, St Columb Minor, Bishop's School Newquay, Treleigh, St Petroc's Bodmin and Charlestown.

BSF Plymouth - New campus for Tor Bridge Schools, including science facilities, sports facilities, gymnasium and external works, car parks and access roads.

CUC RIM Projects - New HE building, student support building and extension /refurbishment of gymnasium in Camborne and new education building in Rosewarne

Oldway Primary - New multi-purpose hall and extensions to pool changing rooms including overhead hoist as part of SWC framework

Cornwall schools - New school buildings and associated external works at Callington, Saltash, St Austell, Pondhu, Weeth and many others schools.

15/06/2018

JENKINS & POTTER Consulting Engineers

L O N D O N | B R I S T O L | P L Y M O U T H | www.jenkinspotter.co.uk

Agenda No. 13a

Dear Cllr. Bickford,

I have now agreed the form of the draft agreement for this project which is attached for your input and review.

There are two specific areas where your input would be appreciated. The first is the style of execution block favoured by Saltash Town Council in signing documents executed as deeds and the second is a simple word picture of the works comprised in the Project.

I look forward to hearing from you in due course.

Kind regards

Steven Krempel

Locum Solicitor
Cornwall Legal
Cornwall Council
North Wing New County Hall
Truro
Cornwall
TR1 3AY

DATED

2018



**THE CORNWALL COUNCIL
and
SALTASH TOWN COUNCIL
Grant Funding Agreement**

**SJK/054118
Legal Services
Cornwall Council
New County Hall
Treyew Road
Truro
Cornwall
TR1 3AY**

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THIS DEED is dated the day of 2018

Parties

- (1) THE CORNWALL COUNCIL whose address is New County Hall Treyew Road Truro Cornwall TR1 3AY (**Funder**).
- (2) SALTASH TOWN COUNCIL whose address is The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX (**Recipient**).

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the conditions that must be satisfied before the Grant is released to the Recipient and the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Conditions Precedent: the conditions and other matters set out in Schedule 4

Commencement Date: the date of satisfaction or waiver by the Funder of the Conditions Precedent

Governing Body: the governing body of the Recipient including its councillors officers or trustees.

Grant: the sum of ONE HUNDRED AND FORTY THOUSAND POUNDS (£140,000) to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31ST March 2020 or such later date as may be agreed by the Funder.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: Hannah Harris or such other individual who may be nominated from time to time to represent the Funder for the purposes of this Agreement.

Property: the land and buildings more particularly described in the Project

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that

funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, and to the satisfaction or, at the discretion of the Funder, the waiver of the Conditions Precedent, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient. All electronic payments from the bank account must be mandated by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. 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.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project and specifically for the items listed in Schedule 3.
- 4.2 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or

- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without prior agreement from the Funder.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for the provision of further passenger facilities at the Property as agreed between the parties.
- 4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance 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 Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 6.3 The Recipient will if requested by the Funder provide copies of all contract for works or services relating to the Project.
- 6.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.5 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.
- 6.6 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.7 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.8 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.9 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project including without prejudice to the generality of the foregoing all site boards at or associated with the Property and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 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 Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder 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 Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder 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 Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 10.2 The Recipient shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

- (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.

- 10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 and any re-enactment, amendment, reissue or equivalent legislation thereto (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require immediate repayment of all or part of the Grant if:
- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project;
 - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (g) the Recipient provides the Funder with any materially misleading or inaccurate information;

- (h) the Recipient commits or committed a Prohibited Act;
 - (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - (j) the 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 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, or it is unable to pay its debts as they fall due;
 - (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - (m) the recipient acts in any way that damages or threatens to damage the reputation of the Funder.
- 12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.
13. **ANTI-DISCRIMINATION**
- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, 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.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

- 17.1 The Recipient shall effect and maintain or require any contractor working on the Property to effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement or the provision of any works or services on the Property, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 17.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In all matters, both during and after the termination of this Agreement, regarding the Project and the Grant Period the Parties will act in good faith and in the event of any

complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chair of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

- 24.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 24.2 Any consent given by the Funder in connection with this Agreement relating to the Project or the Property shall not be binding on the Funder other than in its capacity as a distributor of grant funding.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof this Deed has been signed by the Parties hereto and is intended to be and is hereby delivered as a Deed on the day and year first above written.

[Please advise as to required execution block for STC]

Executed as a Deed by affixing the
Common Seal of The Cornwall Council
acting by

In the presence of

.....

Name

Title

Schedule 1 The Project

[Please provide a short description of the works to be carried out]

DRAFT

Schedule 2 Payment Schedule

Amount of Grant Payable	Trigger
£70,000	Contract signed between Recipient and contractor
£28,000	Construction starts
£28,000	Construction ends
£14,000	Completion certificates signed

Schedule 3 Breakdown of Grant

Passenger facilities to include:
• Indoor seating
• Disabled accessible toilets
• waiting room
• Information provision
• Refreshment provision
• Additional external lighting
• Such other passenger facilities as may be agreed by the Funder from time to time

#

Schedule 4 – Conditions Precedent

- 1 Sight of the business case being developed by the Recipient. The Funder would expect to be provided with a copy of and approve the business case being created to support the Project.
- 2 Confirmation of the Project cost. The Funder would expect to have confirmation of the various contract costs associated with the Project.
- 3 Confirmation that all necessary funding is in place to achieve this Project. The Funder has earmarked a further £140,000 (in addition to the £5,000 already made available), but will need to see that the total cost of the Project is met by these funds and any other fully committed funds.
- 4 Evidence that all Project contracts have been properly procured, in accordance with Saltash Town Council's Procurement Obligations and good procurement practice.
- 5 Copies of all relevant consents; including, but not limited to Planning, Listed Building Consents, Building Regulations, Restrictive Covenants, train operator/franchisee, Department for Transport, Network Rail, Historic England
- 6 Confirmation that grant funds are to be used for passenger facilities - including specific matters as listed in Schedule 3.
- 7 Confirmation that any surplus funds are to be either returned to the Funder or, with Funder consent, used towards other suitable station/passenger facility/experience improvements.

Word Picture for Station Project

Saltash
Cornwall
Railway
Saltash Station
Regeneration
History
Facilities
Transport
Trains
Travel
Commuting
Accessibility
Economic Benefit
Improvement
Transport Integration
Pride
Toilets
Waiting Room
Café
Business Space
Cycling
Walking
Royal Albert Bridge