

CCIF PROJECT FRONT SHEET

Recipient	Saltash Town Council
Address	Saltash Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX
Contact	Richard Bickford
Email	R.Bickford@saltash.gov.uk

GWR	First Greater Western Limited
Address	Milford House, 1 Milford Street, Swindon, Wiltshire SN1 1HL
Contact	Lewis Ward, Assistant Regional Development Manager
Email	lewis.ward2@gwr.com

Project	Saltash Station Building Regeneration Project
Project Objectives	<ul style="list-style-type: none"> • Improvements in provision of waiting facilities, refreshments, toilets, information and WIFI. • Increased footfall through greater awareness and enjoyment of the station • Integrated travel improvements, including bus information, wayfinding to the town centre, cycle facilities. • Community space for local initiatives. • Improved lighting on the outside of the building • A sustainable income stream which also provides further facilities that customers and communities have shown they would value. Restoration of an important station building, and recognition of its place in local and railway history, linking to the Saltash Heritage Centre and other historic locations in the town. • Learning and Skills development, eg Institute of Mechanical Engineers bursary, shared learning outcomes with Bridging the Tamar especially around STEM subjects and volunteer development • Economic benefits through new businesses and increased use of the station that will bring wider economic benefits to the town through increased use of rail.
Project Deadline	31 st March 2019

Recipient Contribution	£245,000	
GWR Contribution	£102,314	
Instalments	Milestone	Amount
	1. Project Scope and brief confirmation	£50,000
	2. Design finalisation	£30,000
	3. Substantial completion of project	£22,314

Special Terms	1. None
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This Front Sheet and the CCIF Terms and Conditions shall form the Contract between GWR and the Recipient. The CCIF Terms and Conditions of Funding shall apply to the exclusion of all other terms and conditions imposed or purported to be imposed by the Recipient.

Executed by

Executed by

Signature

Signature

For and on behalf of

For and on behalf of

First Greater Western Limited

The Recipient

Date

Date

CCIF TERMS AND CONDITIONS OF FUNDING

1 INTERPRETATION

1.1 In these Conditions, the following words and phrases shall have the following meaning:

"**Agreement**" means the funding agreement between GWR and the Recipient, comprising the Front Sheet and the Conditions;

"**Conditions**" means these conditions of funding;

"**Front Sheet**" means the front sheet containing details of the Project, the Project timescales, the amount of the monetary contribution by each of the parties and any Special Terms;

"**Milestone**" means the dates on which GWR will pay the GWR Contribution (or an Instalment) to the Recipient in accordance with these Conditions, as set out in the Front Sheet;

"**GWR**" means First Greater Western Limited (company number 5113733) trading as Great Western Railway and whose registered office is at Milford House, 1 Milford Street, Swindon SN1 1HL;

"**GWR Contribution**" means the monies to be made available by GWR to the Recipient to carry out the Project, as described in the Front Sheet;

"**GWR Land**" has the meaning given to it in clause 6.5;

"**Information Regulations**" means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

"**Instalment**" means the amount of the GWR Contribution due on each Milestone, as set out in the Front Sheet;

"**Intellectual Property Rights**" means copyright, trade marks, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights whether registered or not and including all applications and rights to apply for registration or protection which subsist or will subsist now or in the future in any part of the world;

"**Milestone**" means the dates on which GWR will pay the GWR Contribution (or an Instalment) to the Recipient in accordance with these Conditions, as set out in the Front Sheet;

"**Project**" means the not for profit project described in the Front Sheet;

"**Project Deadline**" means the long stop date by which the Recipient must complete the Project, as stated in the Front Sheet (or such other date as the parties may agree in writing);

"**Project Manager**" has the meaning given to it in clause 7.1;

"**Project Objectives**" means the aims and objectives of the Project, as described in the Front Sheet (or such other objectives as the parties may agree in writing);

"**Project Property**" means all property whether physical or not (including, without limitation, Intellectual Property Rights) created for and/or in relation to the Project;

"**Recipient**" means the recipient named in the Front Sheet;

"**Recipient Contribution**" means the monies to be made available by the Recipient to carry out the Project, as described in the Front Sheet;

"**Records**" has the meaning given to it in clause 6.1;

"**Reporting Period**" means a railway industry accounting period generally of 28 days commencing on 1 April in each calendar year, or such other period as the Secretary of State for Transport may prescribe from time to time;

"**Senior Representatives**" has the meaning given to it in clause 3.6;

"**Special Terms**" means the additional terms specified in the Front Sheet that will apply to the Agreement (if any);

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994; and

"**Working Day**" means a day other than Saturday, Sunday or a public holiday in England and Wales.

1.2 Clause headings are for convenience and shall not affect the interpretation of these Conditions.

1.3 A reference to a statutory provision shall be to that statutory provision as amended or replaced from time to time.

1.4 Any phrase introduced by the terms including or include shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 BASIS OF FUNDING

2.1 The Agreement constitutes the entire agreement between the parties. The Recipient acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of GWR which is not set out in the Agreement.

2.2 These Conditions apply to the Agreement to the exclusion of any other terms.

2.3 If a provision or part provision of these Conditions conflicts with a provision of part provision of the Special Terms, the provisions of the Special Terms shall prevail.

3 PURPOSE AND USE OF FUNDING

3.1 The parties acknowledge that the Project is intended to enhance the community and is being undertaken by the Recipient for social value and not for commercial gain. Accordingly, the Recipient shall use the GWR Contribution and the Recipient Contribution;

(a) only for the delivery of the Project and in accordance with the Agreement; and

(b) in a manner that in the Recipient's opinion (acting reasonably) will:

(i) achieve the Project Objectives; and

(ii) maximise the impact of the Project.

3.2 The Recipient shall make available the Recipient Contribution prior to commencing the Project and shall provide to GWR on request such evidence as GWR may require (acting reasonably) that the Recipient has unencumbered access to the Recipient Contribution during the term of the Agreement.

3.3 The Recipient shall ring-fence the GWR Contribution and the Recipient Contribution so that it is separately identifiable in the accounts of the Recipient as funding allocated to the Project.

3.4 The Recipient shall commit sufficient time, skill and resource to the Project and shall use all reasonable endeavours to achieve each of the Project Objectives on or before the Project Deadline.

3.5 Subject to clause 3.6, if in developing the Project the Recipient encounters any material issues which it is not able to manage through the use of its best endeavours which put at risk the Recipient's ability to deliver the Project on a basis consistent with the Agreement, which shall include but shall not be limited to:

- (a) inability to obtain necessary consents on reasonable terms;
- (b) inability to obtain regulatory authority;
- (c) identification of structural conditions which make the proposed works impractical; or
- (d) insufficient funding,

(a "**Material Issue**"), then the Recipient will notify GWR within 5 Working Days of a Material Issue being identified.

3.6 If the Recipient notifies GWR of a Material Issue pursuant to clause 3.5, the Recipient may request GWR's written approval to vary the Project, the Project Objectives and/or the Project Deadline (such approval not to be unreasonably withheld). If the parties are unable to reach agreement within 10 Working Days, either party may refer the issue for consideration between a senior member of the Recipient and a director of GWR (the "**Senior Representatives**"). If agreement is not reached within 15 Working Days of referral to the Senior Representatives, either party shall have the right to terminate the Agreement immediately on written notice to the other and the provisions of clause 12.3 shall apply.

3.7 The Recipient shall comply with all laws, regulations, regulatory requirements and other government guidance applicable to the Recipient in using the GWR Contribution and performing the Recipient's obligations under the Agreement and shall not cause GWR to be in breach of any law, regulation, regulatory requirement, or other government guidance applicable to GWR.

3.8 If any part of the GWR Contribution remains unspent at the end of the Project, the Recipient shall notify GWR and promptly return the unspent proportion of the GWR Contribution to GWR or, if agreed in writing by GWR, the Recipient shall be entitled to retain and use the unspent proportion of the GWR Contribution for other purposes as agreed between GWR and the Recipient.

4 PAYMENT

4.1 The Recipient shall make a claim to GWR for each Instalment on completion of the relevant Milestone by submitting to GWR a funding request in the form prescribed at Appendix 1 to these Conditions. GWR shall pay each Instalment in cleared funds to the bank account in the United Kingdom notified by the Recipient in writing to GWR within 30 days of receipt of a properly prepared funding request from the Recipient.

4.2 If a due date for payment falls on a day other than a Working Day, the due date for payment shall be the next Working Day.

4.3 The payment of the GWR Contribution by GWR under the Agreement is believed to be outside the scope of VAT but if any VAT shall become chargeable the GWR Contribution is deemed to be exclusive of VAT.

5 WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

The Recipient's attention is particularly drawn to the provisions of this clause

GWR's intention is that the GWR Contribution will be paid to the Recipient in full. However, without prejudice to GWR's other rights and remedies, GWR may at its

discretion withhold or suspend payment of the GWR Contribution and/or require repayment of any Instalment paid to the Recipient if the Recipient:

- (a) uses all or any part of the GWR Contribution otherwise than in connection with the Project;
- (b) is, in the opinion of GWR (acting reasonably), undertaking the Project in a negligent manner or in a way that will not meet the Project Objectives;
- (c) will not, in the opinion of GWR (acting reasonably), achieve the Project Objectives on or before the Project Deadline;
- (d) fails to provide the Records and any other information to GWR in accordance with clause 6.1;
- (e) provides GWR with any materially misleading information; or
- (f) fails to comply with any of the provisions of the Agreement and does not rectify that failure to the satisfaction of GWR (acting reasonably) within 30 days of being notified by GWR in writing to do so.

6 RECORDS, REPORTING AND MONITORING

6.1 The Recipient shall maintain up-to-date accurate records (in reasonable detail) of all expenditure in connection with the Project (the "**Records**") and shall provide to GWR on request the Records together with any supporting information reasonably requested by GWR.

6.2 Notwithstanding clause 6.1, if the Recipient intends to enter into an agreement with a third party for any works in connection with the Project with a value of £5,000 or more the Recipient shall notify GWR of the identity of that third party prior to contract award and shall promptly provide to GWR any supporting information reasonably requested by GWR.

6.3 The Recipient shall closely monitor the delivery of the Project to ensure the Project Objectives are met on or before the Project Deadline.

6.4 The Recipient shall ensure it has in place and maintains at all times during the term of the Agreement all third party and/or regulatory consents and approvals necessary to undertake the Project.

6.5 If all or any part of the Project is to be undertaken on land owned by, leased or licensed to GWR ("**GWR Land**"), GWR shall be responsible for securing any consents required by the landlord and or any regulatory authority in connection with the GWR Land. If (i) a consent is not granted following an application by GWR; (ii) in GWR's opinion, there will be a delay in receiving the consent that is likely to have a material effect on the Project; or (iii) the Project is unable to be undertaken on the GWR Land for any other circumstance outside the reasonable control of GWR, the parties shall meet to discuss the feasibility of amending the Project Objectives, the Project Deadline or the Project (as appropriate) to remove the GWR Land from the scope of the Project. If, for any reason, the parties are unable to agree how to amend the Project Objectives, the Project Deadline or the Project, GWR shall have the right to terminate the Agreement immediately on giving notice in writing to the Recipient and the provisions of clause 12.3(a) shall apply.

6.6 Within 10 Working Days after the end of each Reporting Period, the Recipient shall provide a report to GWR, in the form prescribed at Appendix 2 to these Conditions, setting out the progress of the Project against the Project Objectives together with an analysis of how the GWR

Contribution and the Recipient Contribution has been used during that Reporting Period.

7 PROJECT MANAGEMENT

7.1 Each party shall nominate a project manager (the "Project Manager") to act on its behalf under the Agreement. The Recipient shall advise GWR in writing before commencement of the Project of the name and contact details of its Project Manager and GWR shall advise the Recipient in writing within a reasonable time of the name and contact details of its Project Manager.

7.2 Each party warrants that it has complied with the necessary governance processes to ensure that its Project Manager has full authority to bind it in respect of any decisions made or action taken by such Project Manager. Where the Project Manager does not have authority to bind the relevant party in respect of a particular decision or action, it shall escalate that matter as soon as reasonably practicable to a person within its organisation who does have such authority.

8 INSURANCE

The Recipient shall be responsible for maintaining with a reputable insurer such insurance as the Recipient shall deem necessary or desirable (acting reasonably) to cover the Recipient's liability in connection with the Project (including public liability cover) and shall provide evidence of such insurance as reasonably requested by GWR.

9 CONFIDENTIALITY

The provisions of the Agreement shall remain confidential between the parties. Neither party shall without the other's prior written consent use any confidential information in any medium whatsoever (including but not limited to documents, disks, information stored electronically or transmitted orally) relating to the other's business or affairs (save as is necessary to enable it to perform the Agreement), or disclose it to any third party except to the disclosing party's own professional representatives or advisers on a confidential basis or as required by law.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 GWR and the Recipient agree that all Intellectual Property Rights owned or licensed to either party shall remain the property of that party.

10.2 If GWR consents in writing to the use by the Recipient of GWR's Intellectual Property Rights in accordance with the Project, the Recipient (and only the Recipient) shall be entitled to use those Intellectual Property Rights solely in connection with the Project, provided that:

- (a) the Recipient complies with any guidelines issued by GWR for the use of those Intellectual Property Rights; and
- (b) GWR may revoke such consent at any time on giving notice in writing to the Recipient.

11 PUBLICITY

11.1 The Recipient shall acknowledge the support of GWR in any written promotional materials (which shall include email and/or websites) that refer to the Project.

11.2 GWR shall be entitled, at its discretion, to refer to the Project and GWR's involvement in the Project (including the provision of the GWR Contribution) in any promotional materials or marketing materials or press release or other media, provided that, in GWR's opinion (acting reasonably), such reference does not adversely affect the Recipient's reputation or the Project.

12 TERM AND TERMINATION

12.1 The Agreement shall commence on the date the last party signs the Front Sheet and shall continue, unless otherwise terminated in accordance with its terms, until the Recipient completes the Project to the satisfaction of GWR.

12.2 GWR shall have the right to terminate the Agreement immediately on giving notice in writing to the Recipient if:

- (a) GWR has the right to suspend payment of the GWR Contribution under clause 5;
- (b) the Recipient fails to make available the Recipient Contribution for the Project within 5 days of GWR requesting the Recipient to do so;
- (c) the Recipient's financial position is such that a third party takes or is entitled to take steps to institute formal insolvency proceedings with respect to the Recipient of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if, in the opinion of GWR (acting reasonably) the Recipient is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the actions or inactions of the Recipient have, or in GWR's opinion (acting reasonably) are reasonably likely to have, an adverse effect on the reputation of the Project or GWR; or
- (e) the Recipient commits a material breach of the Agreement and, if that breach is capable of remedy, fails to remedy that breach within 30 days of being notified by GWR in writing to do so.

12.3 If GWR terminates the Agreement under clause 12.2, the Recipient shall, at GWR's option:

- (a) return any unspent proportion of the GWR Contribution then paid by GWR to GWR; or
- (b) refund all Instalments paid to the Recipient.

13 LIABILITY

The Recipient's attention is particularly drawn to the provisions of this clause

13.1 Nothing in the Agreement shall exclude or limit the liability of either party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or restricted.

13.2 Subject to clause 13.1, GWR accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient running the Project, the use of the GWR Contribution or from withdrawal of the GWR Contribution in accordance with the terms of the Agreement.

13.3 The Recipient shall indemnify and hold harmless GWR, 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 the Agreement or its obligations to third parties in connection with the Project, provided always that this indemnity shall not extend to any consequences of delay in delivery of the Project or

any failure of the Project to deliver any anticipated benefits or to any indirect or revenue loss or to the obligations undertaken by GWR under the Agreement or voluntarily undertaken by GWR in connection with the Project.

(c) obtain summary judgement.

13.4 Subject to clauses 13.1 and 13.2, GWR's total aggregate liability in connection with the Agreement (including for negligence) is limited to the payment of the GWR Contribution.

14 FREEDOM OF INFORMATION

14.1 This clause 14 shall only apply if the Information Regulations apply to the Recipient.

14.2 GWR acknowledges that the Recipient is legally obliged under the Information Regulations to disclose certain information to the public. If the Recipient receives a request for information relating to the Agreement, the Project or GWR or if it intends to publish any such information under its publication scheme (or otherwise), it shall promptly notify GWR in writing. In the case of a request for disclosure of information, a copy of such request shall be sent to GWR on receipt of the request and shall state the time within which GWR must respond.

14.3 The Recipient shall give GWR reasonable opportunity to object or make representations regarding such disclosure which the Recipient shall consider in good faith prior to responding to the request or otherwise publishing such information.

14.4 If the Recipient, acting properly, concludes that it is obliged to disclose some or all of the information in question, it shall give GWR notice in writing of its decision including the reasons for dismissing the objections (if any) made by GWR, such notice to be given prior to disclosure to the extent practicable in all the circumstances.

15 DISPUTE RESOLUTION

15.1 If any issue arises between the parties in relation to the Agreement, such issue shall be notified to the Project Managers who shall meet to discuss the issue in good faith within 5 Working Days of notification. Where one party's Project Manager identifies the relevant issue that Project Manager shall meet to discuss the issue in good faith with the other Party's Project Manager within 5 Working Days of the issue being identified.

15.2 Should the issue remain unresolved within 10 Working Days of the issue first being notified to or identified by the Project Managers under clause 15.1, either party may refer the issue to the Senior Representatives with an instruction to attempt to resolve the issue within 5 Working Days or such other period as may be agreed between the parties (acting reasonably).

15.3 Should the issue remain unresolved within 10 Working Days of the issue being referred to the Senior Representatives under clause 15.2, either party may refer the issue to the Managing Director of GWR (or such other director of GWR that the Managing Director may nominate) and the Chief Executive (or equivalent) of the Recipient with an instruction to attempt to resolve the issue within 5 Working Days or such other period as may be agreed between the parties (acting reasonably).

15.4 If, following the procedure in clause 15.3, the issue remains unresolved, either party may apply to the courts for final determination.

15.5 Clauses 15.1 to 15.3 shall not prevent either party applying to the courts to:

- (a) obtain any injunctive relief;
- (b) recover any debt due; and/or

16 GENERAL

16.1 Any and all Project Property shall become the property of GWR, or such other person nominated by GWR and notified to the Recipient, on creation unless agreed otherwise by the parties in writing. The Recipient shall at GWR's request carry out all acts necessary to ensure that ownership of Project Property vests in GWR or GWR's nominee.

16.2 Neither party may assign or charge any of its rights or the benefit of all or part of the Agreement or transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed).

16.3 No variation of any provision of the Agreement shall be effective unless it is in writing, and is signed by or on behalf of the parties.

16.4 The failure or delay by either party to insist upon strict performance or observance of a provision of the Agreement or to exercise any remedy, privilege or right provided by law or under the Agreement shall not be construed as a waiver of any breach or right to enforcement of such terms or to exercise such remedy, privilege or right.

16.5 The Agreement shall not create any partnership or joint venture between GWR 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.

16.6 If any provision of the Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, but that shall not affect the legality, validity or enforceability of any other provision of the Agreement.

16.7 Each communication to be given under the Agreement in writing shall be in English and shall be made by hand, or post, or email, using special delivery to the address set out in the Front Sheet, provided that notice shall only be validly served by e-mail if the sender includes the words "CCIF Funding Agreement Notice" in the subject line.

16.8 Any notice given under clause 16.7 shall be deemed to have been received:

- (a) in the case of a notice given by hand, at the time of day of actual delivery;
- (b) if posted, 48 hours after it was despatched by special delivery; and
- (c) if transmitted by e-mail, at the time of transmission (or, if transmitted after 17:00 or on a day that is not a Working Day, at 9:00 on the next Working Day).

16.9 Notwithstanding anything else contained in the Agreement neither party shall be liable for any delay or failure in performing its obligations hereunder if such delay or failure is caused by circumstances beyond its reasonable control including by way of illustration acts of God, fire, flood, earthquake or other natural disaster; war, threat of or preparation for war, armed conflict; terrorist attack, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; and labour disputes including but not limited to strikes, industrial action or lockouts.

- 16.10 The Agreement contains all of the terms GWR and the Recipient have agreed in relation to its subject matter and formation and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to its subject matter and formation.
- 16.11 The 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.
- 16.12 The Agreement and all matters (including, without limitation, any contractual or non-contractual obligation) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1

Funding Request

FUNDING REQUEST

[Name of Recipient] | [Registered office]
Tel: [Insert] | VAT registration no: [Insert if relevant]

Funder details:

First Greater Western Limited
Milford House, 1 Milford St
Swindon, Wiltshire
SN1 1HL

Recipient details:

[Insert]

Date: [insert]

Funding Request / Instalment number: [insert]

Please quote Funding Request number on all communication (including remittance advice) to ensure correct allocation of funds.

Enquiries / contact details:

[Name] (Tel: [insert], e-mail: [insert])

<i>Item</i>	<i>Description</i>	<i>Total value</i>
1	[Name of Project], Instalment [number] Payment due: [insert date] Reference on payment: [insert reference] Accompanying documentation: [e.g. timesheets, invoices, etc.]	£[insert amount]
TOTAL		£[insert amount]

Please remit the above amount to:

Bank: [insert]
Account number: [insert]
Sort code: [insert]
Account name: [insert]
Reference: As per above

