
**GRANT AGREEMENT
FOR THE FUNDING OF SUPPORT PROVISION AT
DEREK CROSSFIELD HOUSE**

between
TENDRING DISTRICT COUNCIL
and
Peabody Trust

THIS DEED is dated 1st April 2024

PARTIES

- (1) TENDRING DISTRICT COUNCIL, whose principal address is at Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE (**Funder**).
- (2) Peabody Trust (FCA No. 7636) (RSH No. 4869) whose registered office address is 45 Westminster Bridge Road, London SE1 7JB (the postal address for this agreement is Peabody, 1st Floor Rowan House, 33 Sheepen Road, Colchester CO3 3WG) (**Recipient**).

Background

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying on the service.
- (B) This Agreement sets out 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.

Clients: Young people aged 16-25 (single people and couples) who either have care of a baby or are expecting a child and referred by a variety of agencies to be assessed by the Funder, in its capacity as the local housing authority, as suitable for access to the Housing Support Service as being homeless and both needing and wanting support.

Commencement Date: 1st April 2024

Council: The Funder - Tendring District Council.

Councils Representatives: The Council will nominate a named representative to act on behalf of the Council to receive the Operational Project Data and attend the Quarterly Review Meetings.

GDPR: the General Data Protection Regulation ((EU) 2016/679).

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

Grant: the sum of £49,591 per annum 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 of 1st April 2024 and ending on 31st March 2025 or as extended by agreement of the Parties.

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 OR Crown 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 Councils; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder or Councils;

- (b) entering into this Agreement or any other contract with the Funder or Councils 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 or Councils;

- (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 Councils; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the [Funder OR Crown].

Project: the function described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

Quarterly Review Meetings: to review the Operational Project Data held quarterly with Council representatives and the Recipient.

Recipient Project Team: consisting of one fte 0.2 team leader and one fte 1.0 support worker plus relief hours to cover sickness. There will also be line management support from a Service Manager.

Tenants: Clients offered temporary housing and support and accepted an Assured Shorthold Tenancy for one of eight flats at Derek Crosfield House, St. Pauls Road, Clacton-on-Sea, Essex.

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 3.2, the Funder shall pay the Grant to the Recipient in quarterly instalments 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 Grant shall be paid into the account identified by the Recipient. The account details shall be notified by the Recipient to the Funder not less than 7 calendar days prior to the Date of Payment listed in Schedule 2.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.5 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.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be reported to the Funder.
- 4.3 The Recipient shall not use the Grant to:
- (i) make any payment to members of its Governing Body;
 - (ii) purchase buildings or land; or
 - (iii) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Funder.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

- 4.5 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 charitable purposes as agreed between the parties.
- 4.6 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.
- 5.6 The Recipient shall ensure that the data and information required in accordance with Part 1 of Schedule 3 is recorded and maintained throughout the period of the Grant Period and available for inspection by the Funder or the Councils upon request.

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 an Operational Project Data Report in accordance with Part 1 of Schedule 3 and a financial report on its use of the Grant and delivery of the Project every quarter prior to the Quarterly Review Meetings, and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within one month of the last day of the quarter to which it relates.

- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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 Parties acknowledge that the Landlord and Tenant relationship will be directly with the Recipient and the Tenant and that the Tenancy Agreement and any associated documentation in relation to the tenancy will be the sole responsibility of the Recipient and without reference to the Funder.
- 7.2 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Department of Communities and Local Government and the Council as the source of the Grant.
- 7.3 The Recipient shall not publish any material, with the exception of the Tenancy Agreement and associated documentation, referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 7.4 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.6 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.7 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in promotional and fundraising activities relating to the Project.

8. 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 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

The recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with the General Data Protection Regulation (GDPR) and both parties will observe all their obligations under the GDPR, which arise in connection with this Agreement.

9. Withholding, suspending and repayment of Grant

9.1 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 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; or
- (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.

9.2 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.

10. Anti-discrimination, Equal Opportunities and Health and Safety

- 10.1 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.
- 10.2 The Recipient to fully recognise its responsibilities with regard to equal opportunities, health and safety, child protection and vulnerable persons and have policies in place for each.
- 10.3 The Recipient shall operate practices and polices complying with Health and Safety legislation and any other relevant Codes of Practice and conduct.
- 10.3 The Recipient shall take all reasonable steps to secure the observance of clauses 10.1 and 10.2 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

11. Limitation of liability

- 11.1 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.
- 11.2 Subject to clause 11.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

12. Insurance

- 12.1 The Recipient shall 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, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

12.2 The Required Insurances referred to above include (but are not limited to):

- (i) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (ii) 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.

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

13. Duration

13.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Grant Period or with the prior express agreement of the Funder for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

13.2 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.

14. Termination

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

15. 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.

16. 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.

17. 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 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 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.

18. Dispute resolution

- 18.1 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.
- 18.2 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 OR Director 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.
- 18.3 In the absence of agreement under clause 18.2, 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.

19. No partnership or agency

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.

20. Joint and several liability

Where the Recipient is not 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.

21. 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.

22. 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.

EXECUTED as a DEED by affixing
the COMMON SEAL of
TENDRING DISTRICT COUNCIL
in the presence of:

Authorised Signatory

EXECUTED as a DEED

by [NAME]

As Chief Executive / Director / Trustee
for and behalf of PEABODY TRUST

in the presence of:

.....
Authorised Signatory

WITNESSED BY:

.....
Witness Signature

WITNESS NAME:

.....

WITNESS ADDRESS:

.....
.....
.....
.....
.....

EXECUTED as a DEED

by [NAME]

As Trustee
for and behalf of PEABODY TRUST
[THIS ONLY REQUIRED IF MORE THAN ONE
TRUSTEE SIGNING]

in the presence of:

.....
Authorised Signatory

WITNESSED BY:

.....
Witness Signature

WITNESS NAME:

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WITNESS ADDRESS:

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Schedule 1

Project Description

For the Recipient, through the Project Team, to provide a Housing Support Service to the Recipient's Tenants in 8 flats at Derek Crosfield House, St Pauls Road, Clacton-on-Sea, Essex

BACKGROUND & SCOPE OF HOUSING SUPPORT SERVICE

The Recipient must operate through a properly constituted Board of Trustees at all times, ensuring that all staff and volunteers are appropriately trained, qualified and experienced, complying with good practice throughout the Grant Period.

The purpose of the project is for the Recipient to provide tenancies to the 8 flats at Derek Crosfield House, St Pauls Road, Clacton for young people aged 16-25 (single people and couples) who either have care of a baby or are expecting a child. There are 8 self-contained flats plus communal facilities on site including a garden, playroom, kitchen and laundry. All the flats are to be supplied with a cooker, fridge freezer and carpets and maintained to the Decent Home Standard.

Clients will be referred by a variety of agencies and access to the scheme will follow assessment by Tendring District Council as being homeless and both needing and wanting the kind of support on offer. The Recipient will liaise with the Council and other agencies including Social Care and Health in an Allocations Panel to prioritise applications.

Temporary housing and support will be provided to young people whilst they gain confidence as parents and learn the skills to live independently and manage a permanent tenancy.

All the flats are to be let by the Recipient, on Assured Shorthold Tenancies ensuring an initial tenancy for six months which can be extended up to two years if required. The Tenancies will not be affected by the termination of the Grant Period, as these are protected by the Landlord and Tenant relationship between the Recipient and the Tenant, and the conditions of the tenancy agreements. Once it is decided by the Recipient that they are ready to move on, they can be considered for alternative suitable properties through allocation by Tendring District Council.

The support on offer will be flexible based on individual needs and reviewed regularly to make sure that it reflects progress towards moving on to more independent living. Tenants are to be encouraged to get involved in a wide range of activities that develop their confidence and help them gain the skills needed for the future as well as building on the skills that they already have.

Help will be provided with all the aspects of living in an independent home, including day-to-day living skills along with support in their role as a parent.

Before Tenants move in, they will be assessed to make sure that they have been offered the support they need and that they meet the criteria mentioned for move on.

Upon taking on a tenancy Clients will be allocated a member of staff who will be their Key Worker. This Key Worker will work with them to create a Support Plan detailing what support needs they have and how the Recipient can help them while they are living in the scheme.

Support plans will be reviewed on a three monthly basis to make sure that they are working and to pick up on other things with which young people might need assistance with. Clients will be able to ask for a review of their support plan at any time if they feel that their needs have changed or that the plan is not working.

The support clients receive is to be a condition of the tenancy agreement. Where a Client is not willing to work with the Recipient then their tenancy may be terminated with agreement from the Funder and their place offered to someone who wants and will benefit from the type of support on offer.

The Recipient will liaise with a variety of statutory and voluntary agencies, including Children's Centres, Colleges, Training Providers, Health Visitors, Social Care, etc. to ensure that a full range of support is available to tenants both inside and outside the service.

The Recipient will ensure that it works on behalf of the entire local community and actively challenges disadvantage and promotes equality of opportunity within the local voluntary sector.

Schedule 2 - Payment Schedule

Amount of Grant Payable	Date of Payment
£49,591 paid in four quarterly payments of £12,397.75 each	Quarterly payments to be invoiced from 1 st April 2024 to 31 st March 2025

Schedule 3

Part 1 – Operational Project Data Report

1. The Recipient will provide and confirm the names and contacts details of the Recipient's project team.
2. For each individual that is provided with a tenancy and support throughout the Grant Period, the following information shall be recorded and submitted in spreadsheet form:
 - Date of referral and initial contact
 - Name
 - Date of birth
 - Reasons for homelessness or potential homelessness
 - Housing circumstances prior to becoming homeless i.e. private/social rent, HMO, owner occupy
 - Family circumstances i.e. single, divorced, lost touch with relatives
 - Housing needs
 - Connection with Council area i.e. work, family, grew up there
 - Any Mental Health diagnosis
 - Outcomes star summary before and after support
 - Level / type of support provided
 - Housing outcome i.e. in private rented, with family
 - Support outcome i.e. registered with GP, mental health support service, college course
 - Any ongoing support arrangements
3. The information should be submitted to the representative for each Council every two months or in advance of the quarterly meetings as required by the Funder's Project Manager or determined at the Quarterly Review Meetings.

