

Dated

day of

2025

GRANT AGREEMENT

between

RUTLAND COUNTY COUNCIL DISTRICT COUNCIL

and

OAKHAM TOWN COUNCIL

**THE PROVISION OF UK SHARED PROSPERITY FUNDING FOR
IMPROVEMENTS TO TOWN CENTRES AND HIGH STREETS IN OAKHAM**

Table of Contents

CLAUSE	Page No.
1. DEFINITIONS AND INTERPRETATION	1
2. GRANT OFFER	3
3. PURPOSE OF THE GRANT	4
4. GRANT FUNDING PERIOD	4
5. AMOUNT OF THE GRANT	5
6. GRANT PAYMENTS	5
7. USE OF THE GRANT FUNDING	5
8. OTHER USE OF THE GRANT FUNDING	6
9. GRANT RECIPIENT'S WARRANTIES	6
10. MANAGING THE GRANT	7
11. COUNCIL ACCESS TO SITES AND RECORDS	10
12. LAWFUL CONDUCT	10
13. TRANSPARENCY	12
14. INTELLECTUAL PROPERTY RIGHTS	12
15. PUBLICITY – ACKNOWLEDGEMENT OF FUNDING	13
16. CONFLICT OF INTEREST	14
17. VARIATIONS OF THIS GRANT AGREEMENT	14
18. ASSIGNMENT AND SUB-CONTRACTING OF THIS GRANT AGREEMENT	14
19. BREACH OF THE GRANT CONDITIONS	14
20. INSURANCE	16
21. LIABILITY AND INDEMNITY	16
22. GRANT RECIPIENT RESPONSIBILITY FOR IT'S EMPLOYEES	16
23. DISPUTE RESOLUTION	16
24. NOTICES	17
25. ENTIRE AGREEMENT	17
26. GOVERNING LAW AND JURISDICTION	17
27. WAIVER	18
28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	18
29. NO PARTNERSHIP OR AGENCY	18
30. SAFEGUARDING	18
 SIGNATURE PAGE	 19
SCHEDULE 1 – PROJECT SPECIFICATION (USE OF THE GRANT FUNDING)	20
SCHEDULE 2 – GRANT FUNDING AND PAYMENT TERMS	21
SCHEDULE 3 – PROCESSING PERSONAL DATA AND DATA SUBJECT	22
SCHEDULE 4 – GRANT REPRESENTATIVES	24

Grant: the sum of £50,000, fifty thousand pounds to be paid to the Grant Recipient in accordance with this Agreement.

Grant Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement, as outlined in schedule 4.

Grant Period: except as otherwise specified, the period for which the Grant is awarded starting on the Commencement Date and ending one year from when the agreement has been signed.

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.

Party: means a party to this Agreement and "**Parties**" shall be interpreted accordingly.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council 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 Council; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Grant 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 Council;
- (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 Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the activity in support of The Provision of UK Shared Prosperity Funding for improvements to town centres and high streets in Oakham for which the Council has sought proposals and awarded grant funding to the Grant Recipient under this Agreement, described in Schedule 1;

Project Delivery: all steps which the Grant Recipient undertakes in order to deliver the Project which is being supported by funding provided under this Grant Agreement.

Recipient's Grant Manager: the individual who has been nominated to represent the Grant Recipient for the purposes of this Agreement, as outlined in schedule 4.

- 1.2 In the interpretation and construction of this Agreement:
 - 1.2.1 (except where the context otherwise requires) words denoting the singular include the plural and vice-versa, words denoting any gender include all genders;
 - 1.2.2 any reference to any statute, statutory instrument, order, regulation or other similar instrument ("legislation") shall be construed as a reference to the legislation as amended, replaced or re-enacted from time to time;
 - 1.2.3 any reference to a statutory regulatory or registration body or authority shall include any successor body or authority or replacement from time to time performing the same or similar functions;
 - 1.2.4 the headings to the clauses and schedules of this Agreement are for ease of reference only and will not affect its construction or interpretation;

2. Grant Offer

- 2.1 The Council offers to pay the Grant Recipient the grant funding set out in this Grant Agreement on condition that the Grant Recipient complies fully with the terms of this Grant Agreement.
- 2.2 The Grant Recipient acknowledges that the Council agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.
- 2.3 If the Council is itself in receipt of grant funding from a government department or other funding body which has enabled it to pay the Grant then:
 - 2.3.1 the Council will make this known to the Grant Recipient and will provide a copy of the grant agreement or grant conditions that the Council is subject to (the "**Council's Grant Agreement**");
 - 2.3.2 the Grant Recipient will provide such information and assistance as the Council requests or requires to enable the Council to comply with terms of the Council's Grant Agreement;
 - 2.3.3 the Grant Recipient shall not cause the Council to be in breach of Council's Grant Agreement;
 - 2.3.4 the Council will only be required to pay the Grant to the Grant Recipient if and when the Council receives the payment of the grant under the Council's Grant Agreement; and
 - 2.3.5 if the grant that the Council receives under the Council's Grant Agreement is required to be repaid in whole or in part by the government department or funding body as a result of any act or omission of the Grant Recipient then the Grant Recipient shall repay the corresponding amount of the Grant that has been paid to the Grant Recipient pursuant to this Grant Agreement when requested by the Council and shall comply with such other instructions as the Council may issue.

3. Purpose of the Grant

- 3.1 The Council is providing grant funding for the delivery of the project entitled: The Provision of UK Shared Prosperity Funding for improvements to town centres and high streets in Oakham (“the Project”). The Project specification outputs, activities and outcomes are set out in Schedule 1.
- 3.2 The Grant Recipient accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes that this will be used only for the purpose of carrying out the Project as set out in Schedule 1, 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 Council.
- 3.3 The Grant Recipient shall not make any significant change to the Project without the Council's prior written agreement.
- 3.4 Where the Grant Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Grant 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 Council is funding in full under this Agreement.

4. Grant Funding Period

- 4.1 The grant funding period is from 1 November 2024 to 31 March 2025.
- 4.2 Project implementation will begin on the day after the last of the two parties signs this Grant Agreement or as otherwise agreed.
- 4.3 The Council may, if the Grant Recipient agrees, extend the duration of this Grant Agreement subject to continued funding and the satisfactory performance of the Project and Services by the Grant Recipient during the initial Grant Period for a further period of one (1) year. If the Council wishes to extend the Grant Agreement, it will give the Grant Recipient not less than three (3) months prior notice of the request to extend the Grant Agreement. The Grant Recipient is deemed to have accepted the extension of the initial Grant Period if the Grant Recipient does not within one (1) month of the Council's request to extend the initial Grant Period notify the Council that it will not accept the extension. The clauses in this Grant Agreement will apply throughout any such extended period unless otherwise varied by the parties in accordance with clause 17.
- 4.4 Any obligations under this Grant Agreement that remain unfulfilled following the expiry or termination of the Grant Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

5. Amount of the Grant

- 5.1 Subject to clause 19, the Council shall provide up to a maximum of £50,000, fifty thousand pounds towards the total costs of the Project, in accordance with Schedule 2 – Annex 1.
- 5.2 The Council does not guarantee grant funding for subsequent periods after the Grant Period of this Grant Agreement. If the Council were to provide additional grant funding this will depend on factors including:
 - 5.2.1 The availability of funding to the Council; and
 - 5.2.2 Full compliance with the terms of this Grant Agreement by the Grant Recipient in the period covered by this Grant Agreement.
- 5.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

6. Grant Payments

- 6.1 Payment will be made one (1) months in advance, in accordance with Schedule 2 – Annex 2.
- 6.2 The Council will not authorise payment unless the Grant Recipient has:
 - 6.2.1 signed and returned a copy of this Grant Agreement to the Council;
 - 6.2.2 provided appropriate bank details including a method for identifying the Council's funding; and
 - 6.2.3 complied with the terms of this Grant Agreement, especially the reporting requirements.
- 6.3 The Grant shall be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. The Grant 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 Council.
- 6.4 The Grant Recipient shall be responsible for any Value Added Tax, or any other tax liability and the Council shall at no time be or become responsible for any outstanding sums.
- 6.5 The Council reserves the right to withhold all or any payments of the grant funding if it has reasonably requested information and/or documentation from the Grant Recipient and this has not been provided to the Council within the timescale reasonably required.
- 6.6 The Council shall accept and process for payment an electronic invoice submitted for payment by the Grant Recipient where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 6.7 For the purposes of clause 6.6, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 subject to The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020.

7. Use of the Grant Funding

- 7.1 The Grant shall be used by the Grant Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 2 – Annex 1. No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 7.2 Where the Grant 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 disclosed to the Council together with a clear description of what that funding shall be used for.
- 7.3 The Grant Recipient shall not use the Grant to:
- 7.3.1 make any payment to members of its governing body, directors or trustees;
 - 7.3.2 purchase buildings or land; or
 - 7.3.3 pay for any expenditure commitments of the Grant Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Council.
- 7.4 The Grant Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period has expired.
- 7.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Project must be managed and paid for by the Grant Recipient using the Grant or other resources of the Grant Recipient. There will be no additional funding available from the Council for this purpose.

8. Other uses of the Grant Funding

Procurement

- 8.1 The Grant Recipient must obtain value for money when using grant funding and shall act in a fair, open and non-discriminatory manner when buying goods and services.
- 8.2 The Grant Recipient shall follow its own procurement procedures when buying goods and services using the grant funding provided under this Grant Agreement.
- 8.3 If the Council requests information from the Grant Recipient about the use of grant funding provided under this Agreement for procurement, the Grant Recipient shall provide sufficient information to show that its procurement procedures are fair, open, non-discriminatory, allow for competition and are cost effective.

9. Grant Recipient's Warranties

- 9.1 The Grant Recipient warrants, undertakes and agrees that:
- 9.1.1 it has all necessary resources and expertise to deliver the Project;
 - 9.1.2 it has not committed, nor shall it commit, any Prohibited Act;
 - 9.1.3 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 Council immediately of any significant departure from such legislation, codes or recommendations;
 - 9.1.4 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, agents and other representatives working on the Project;
 - 9.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 9.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 9.1.7 all financial and other information concerning the Grant Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
 - 9.1.8 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;
 - 9.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
 - 9.1.10 since the date of its last accounts there has been no material change in its financial position or prospects.

10. Managing The Grant

Performance and Financial Reporting

- 10.1 The Grant 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.
- 10.2 The Grant Recipient shall provide a monthly performance monitoring report and a financial report every month during the grant funding period starting from 1 December 2024. Such reports shall be submitted to the Council within five (5) working days of the conclusion of the reporting period for which the reports is due, in the reporting format agreed with the Council.
- 10.2.1 The performance monitoring report shall:
- (a) describe the Project activities completed and the results achieved;

- (b) contain an assessment of progress made against the proposals in original bid documents; and
- (c) refer to the indicators of success as detailed in Schedule 1 (the Project Specification).

10.2.2 The financial reports shall state:

- (a) how much funding was spent;
- (b) the purpose of the expenditure

- 10.3 Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Project, the Grant Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 10.4 Along with its first quarterly performance and financial reports, the Grant Recipient shall provide the Council with a risk register. The risk register shall include the health and safety of any of its staff directly involved in delivering the Project.
- 10.5 The Grant Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with the terms and conditions set out in this Agreement.
- 10.6 When the Project has been completed the Grant Recipient shall prepare and send a final report (“the Project Completion Report”) to the Council within the period that the Council requests. This report shall contain a detailed breakdown of all expenditure for the grant funding period and confirm whether the Project has been successfully and properly completed. The Council will only make a final grant payment when the Project Completion Report has been submitted to the relevant representative of the Council, in the format requested and with all of the information that is required.

Monitoring and Evaluation

- 10.7 The Council will supervise the progress of the Project throughout the grant finding period and reserves the right to:
- 10.7.1 carry out evaluation visits at a time agreed with the Grant Recipient and after giving reasonable notice; and/or
 - 10.7.2 to appoint an external evaluator.
- 10.8 The method and timing of the evaluation of the Project will be at the Council’s discretion.
- 10.9 The Grant Recipient shall permit the evaluator appointed by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient’s fulfilment of the terms and conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations and management information for them.
- 10.10 The Council and the Grant Recipient shall undertake a joint review of the Project if the Council considers it necessary to refocus the Project outputs and activities. If, at any

stage, the Project outputs and activities are not achieving the agreed objectives and/or outcomes the Council may terminate the Project.

Accounts and Records

- 10.11 The Grant shall be shown in the Grant Recipient's accounts as a restricted fund and shall not be included under general funds.
- 10.12 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 10.13 The Grant 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 (6) years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Grant 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.
- 10.14 The Grant Recipient shall provide the Council with a copy of its annual accounts within six (6) months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 10.15 The Grant Recipient shall comply with and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

Surplus funding

- 10.16 The grant funding must be spent in the financial year for which it was approved. Funds may only be carried over in exceptional circumstances with the prior written agreement of the Council's authorised representative.
- 10.17 The Council and the Grant Recipient shall work together to ensure effective management of the grant funding provided under this Grant Agreement.

Additional governance

- 10.18 In order to ensure its accountability to the source Grant funder (where relevant) and/or in order to assess risks of fraud or guard against potentially fraudulent use of the grant funding, the Council reserves the right to:
- 10.18.1 make grant funding subject to such arrangements (including terms of reference) as it considers reasonable, appropriate and proportionate to manage the relationship with the Grant Recipient. This reservation may be exercised because of the budget, scope or complexity of a Project; or
- 10.18.2 commission an external audit of the financial reporting provided by the Grant Recipient at any point in the grant funding period. Where the Council exercises this right, it will bear the cost of such audit.

Recovery of funding

- 10.19 The Grant Recipient shall promptly repay to the Council 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 Grant Recipient.
- 10.20 If the Council makes an overpayment to the Grant Recipient, it will seek recovery of all sums overpaid. The Grant Recipient shall repay any overpayment to the Council within thirty (30) calendar days of receiving a written request from the Council to make a repayment. If there is a dispute between the parties about the overpayment, repayment will not be made until the dispute has been resolved.
- 10.21 Should any part of the Grant remain unspent at the end of the Grant Period, the Grant Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 10.22 The Council retains the right to recover any funds given to the Grant Recipient under this Agreement which cannot be accounted for and/or where the Grant Recipient has not complied with any term of this Agreement.

Financial Irregularity

- 10.23 If the Grant Recipient has good reason to suspect fraud or any other misuse of any grant funding paid under this Grant Agreement, it must notify the Council immediately, explain the steps that are being taken to investigate the suspicion and keep the Council informed of the progress and outcome of the investigation.

11. Council Access to sites and records

- 11.1 The Council may request reasonable access for its authorised representatives, after giving the Grant Recipient notice, to:
- 11.1.1 Project sites which the Grant Recipient owns or occupies and where any activity in support of the Project has been undertaken; and/or
 - 11.1.2 records (however these are stored) which show how grant funding for the Project has been used.

12. Lawful conduct

- 12.1 The Grant Recipient acknowledges that the Council is subject to the Data Protection Legislation, the Freedom of Information Act 2000 and the Equality Act 2010 (or any subsequent legislation).
- 12.2 The Grant Recipient shall (and shall procure that its employees shall) at all times comply with the terms of the Human Rights Act 1998 and the Modern Slavery Act 2015 in the performance of this Agreement and shall notify the Council immediately in writing if it becomes aware or has reason to believe that it or any of its employees, agents or sub-contractors, have committed an offence under this legislation. Such notice shall

set out full details of the circumstances of the breach or the potential breach of the Grant Recipient's obligations.

- 12.3 The Grant Recipient shall perform its obligations under this Agreement in accordance with all applicable Law and Good Industry Practice, and shall specifically comply with its legal obligations in the fields of environmental, social or labour law.
- 12.4 To enable the Council to compliance with its obligations under the legislation referred to in clauses 12.1 and 12.2 or other applicable legislation which applies to the provision of grant funding under this Grant Agreement, the Grant Recipient shall also co-operate with the Council (to the fullest extent permissible and consistent with its obligations under any applicable law or rules).

Data Protection

- 12.5 Both Parties will (and the Grant Recipient will procure that any of its employees, agents or Sub-contractors involved in connection with the activities under this Agreement will) duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 12.6 The only data processing that the Grant Recipient is authorised to do in its role as data processor will be listed by the Council in a data processing schedule where relevant.
- 12.7 The Grant Recipient shall notify the Council immediately if it considers that any of the Council's instructions in connection with this Agreement infringe the Data Protection Legislation.
- 12.8 Taking into account the nature of the data processing, the Grant Recipient shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation (and insofar as possible, within the timescales reasonably required by the Council).
- 12.9 The Grant Recipient shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.
- 12.10 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than thirty (30) calendar days' notice to the Grant Recipient amend this Data Protection clause to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Freedom of Information

- 12.11 The Grant Recipient acknowledges that where the Council is required to disclose information in line with its obligations under the Freedom of Information Act 2000 and the Environmental Information regulations 2004 it shall be responsible for determining whether any information relating to this Grant Agreement is exempt from disclosure. If the Grant Recipient provides information to the Council which is designated as commercially sensitive or confidential, these markings shall not determine conclusively whether or not disclosure by the Council is necessary in order to comply with its legal obligations.

12.12 The Grant Recipient shall at all times assist and co-operate with the Council (at the Recipient's expense) in a timely manner, to enable the Council to comply with any information disclosure requirements. In no event shall the Grant Recipient respond directly to a request for information unless expressly authorised to do so by the Council.

Confidentiality

12.13 Subject to clause 12.11 (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 this 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.

12.14 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:

12.14.1 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;

12.14.2 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

12.14.3 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.

Equalities

12.15 The Grant 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.

12.16 The Grant Recipient shall take all reasonable steps to secure the observance of clause 12.15 by all employees or agents of the Grant Recipient and all suppliers and sub-contractors engaged on the Project.

13. Transparency

13.1 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council may disclose information on its website in relation to monthly expenditure over £500 (five hundred pounds), in relation to this Agreement. The information will include the Grant Recipient's name and the monthly periodic payment paid or other as may be required. The Parties acknowledge that this information is not confidential information or commercially sensitive information.

14. Intellectual Property Rights

- 14.1 Any Intellectual Property Rights or Know-How which arise in the course of the delivery of the Project by the Grant Recipient shall belong to the Grant Recipient provided that the Grant Recipient hereby grants to the Council a perpetual, irrevocable, royalty free non-exclusive licence to use such intellectual property rights for any purpose directly connected with the Project, which shall include a right to grant sub-licences.
- 14.2 Except as provided for in clause 14.1 above, this Grant Agreement shall not grant either Party any rights over the other Party's intellectual property rights. In particular, neither Party shall own or assert any interest in the other Party's existing intellectual property rights.
- 14.3 The Grant Recipient warrants that it will take all reasonable steps to ensure that its delivery of the Project under this Grant Agreement will not infringe any intellectual property rights of any third Party. The Grant Recipient agrees to indemnify and hold the Council harmless against all liability, loss, damage, costs and expenses (including legal costs) which the Council may incur or suffer as a result of any claim of alleged or actual infringement of a third Party's intellectual property rights because of the Grant Recipient's delivery of the Project.

15. Publicity – Acknowledgement of Funding

- 15.1 The Grant Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 15.2 The Grant Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Grant Recipient must consult the Council regarding the content of any promotion or publicity regarding the Project particularly if it proposes to use any of the Council's branding or logos.
- 15.3 The Grant 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.
- 15.4 In using the Council's name and logo, the Grant Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 15.5 The Grant 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.
- 15.6 The Council may acknowledge the Grant Recipient's involvement in the Project as appropriate without prior notice.
- 15.7 The Grant 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 its promotional and fundraising activities relating to the Project.

16. Conflict of Interest

- 16.1 The Grant Recipient shall ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its employees may have in relation to this Grant Agreement. Where the Grant Recipient identifies a conflict of interest it shall notify the Council of this and provide information about how this is being managed.

17. Variation of this Grant Agreement

- 17.1 This Grant Agreement may be modified only by written agreement of the Parties.

18. Assignment and Sub-Contracting of this Grant Agreement

- 18.1 The Grant Recipient may not, without the prior written consent of the Council, 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.

19. Breach of Grant Conditions - Withhold, Suspend, Repayment of the Grant and/or Termination

Withhold, Suspend and/or Repayment of the Grant

- 19.1 The Council's intention is that the Grant will be paid to the Grant Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 19.1.1 the Grant Recipient uses the Grant for purposes other than those for which they have been awarded;
 - 19.1.2 the delivery of the Project does not start within three (3) months of the Commencement Date and the Grant Recipient has failed to provide the Council with a reasonable explanation for the delay;
 - 19.1.3 the Council considers that the Grant Recipient has not made satisfactory progress with the delivery of the Project;
 - 19.1.4 the Grant Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
 - 19.1.5 the Grant Recipient obtains duplicate funding from a third party for the same Project;
 - 19.1.6 the Grant Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project and/or the Council into disrepute;
 - 19.1.7 the Grant Recipient provides the Council with any materially misleading or inaccurate information;
 - 19.1.8 the Grant Recipient commits or committed a Prohibited Act;

- 19.1.9 any member of the governing body (including the directors or trustees), employee or volunteer of the Grant 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 Council, bring or are likely to bring the Council's name or reputation into disrepute;
 - 19.1.10 the Grant 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);
 - 19.1.11 the Grant 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
 - 19.1.12 the Grant Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) calendar days of receiving written notice detailing the failure.
- 19.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Grant Recipient (including any sum that the Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under the Agreement or under any other agreement or contract with the Council.
- 19.3 The Grant Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 19.4 Should the Grant 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 Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

Termination

- 19.5 Either Party may terminate this Grant Agreement by giving three (3) month's written notice to the other if:
- 19.5.1 the other Party commits a significant breach of any terms of this Grant Agreement and the breach is not remedied after communication and within the period agreed by the Parties; or
 - 19.5.2 there is a significant event which was neither caused by the Parties nor is within the control of the Parties and this prevents the delivery of the Project.
- 19.6 The Council may terminate this Grant Agreement by giving three (3) month's written notice to the Grant Recipient, if:

19.6.1 any changes occur, which in the sole opinion of the Council, impair the value of the contribution to the Project;

19.6.2 the funding available to the Council becomes, or is likely to become, in the Council's sole opinion, insufficient for it to continue to finance the Project.

19.7 On termination of this Grant Agreement the Grant Recipient shall provide financial reports (including invoices and receipts) up to the date of such termination.

20. Insurance

20.1 The Grant Recipient shall effect and maintain with a reputable insurance company such insurance as is necessary for the normal conduct of its activities. Where it is necessary for the Grant Recipient to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Grant Recipient shall ensure that it has all relevant insurance in place prior to the start of the grant funding period.

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

21. Liability and Indemnity

21.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.

21.2 Subject to clause 21.1, the Council does not accept any liability to the Grant Recipient or to any third Party for any costs, claims, damage or losses however they are incurred. The Council's liability under this Agreement is limited to the payment of the grant funding.

21.3 The Grant Recipient agrees to indemnify the Council, its employees, agents or sub-contractors with respect to all costs, claims, damage or losses which arise as a result of negligence by the Grant Recipient or out of any breach by the Grant Recipient of any terms of this Grant Agreement.

22. Grant Recipient responsibility for its Employees

22.1 The Grant Recipient undertakes to provide adequate supervision of and care for its employees, authorised agents and representatives during the performance of the Project and shall procure that its employees, authorised agents and representatives shall vacate the Council premises immediately upon the termination or expiry of this Agreement.

23. Dispute Resolution

23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement.

23.2 The Parties may settle any dispute using a dispute resolution process which they agree. Should the complaint or dispute remain unresolved within 14 calendar days of

the matter first being referred to the Grant Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chief Executive of the Grant Recipient with an instruction to attempt to resolve the dispute by agreement within 28 calendar days, or such other period as may be mutually agreed by the Council and the Recipient.

- 23.3 If the Parties are unable to resolve a dispute in line with the requirements of clauses 23.1 or 23.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution (“CEDR”), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing (“the Mediation Notice”) to the other Party, and that latter Party will choose whether or not to accede to mediation. The mediation will start no later than 14 calendar days after the date of the Mediation Notice. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 23.4 The performance of the obligations which the Grant Recipient has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 23.3 of this Grant Agreement.

24. Notices

- 24.1 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 pre-paid) to the address of the relevant Party, as referred to above, or as 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.

25. Entire Agreement

- 25.1 This Grant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it, without prejudice to the Council’s rights and remedies at law or otherwise.

26. Governing Law and Jurisdiction

- 26.1 This Grant Agreement will be governed by and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

27. Waiver

- 27.1 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.

28. Contracts (Rights of Third Parties) Act 1999

28.1 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.

29. No Partnership or Agency

29.1 This Agreement shall not create any partnership or joint venture between the Council and the Grant 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.

30. Safeguarding

30.1 The Grant Recipient will comply with all requirements of the Children and Families Act 2014 to adequately assess and safeguard children and young people who are at significant risk and refer all such cases appropriately and in accordance with local protocols.

30.2 The Grant Recipient will comply with all requirements of the Care Act 2014 and herein acknowledges its duty to safeguard vulnerable adults from abuse and its responsibility to act on actual or suspected cases of abuse appropriately, including referral and in accordance with local protocols.

30.3 The Grant Recipient must comply with the Leicestershire & Rutland Local Safeguarding Children's Board policies and procedures and when called upon to do so, demonstrate how this is being done.

30.4 The Grant Recipient must comply with the Leicestershire & Rutland Adult Safeguarding Board policies and procedures and when called upon to do so, demonstrate how this is being done.

This Agreement has been executed as a Deed by affixing the common seal of Rutland County Council District Council. IN WITNESS WHEREOF the Parties have signed this Agreement on the date shown below.

EXECUTED as a deed by affixing
The COMMON SEAL of RUTLAND COUNTY
COUNCIL DISTRICT COUNCIL

Was hereunto affixed in accordance with Part 4-Section 1, Procedure
Rule 52 of its Constitution

In the presence of:-

Chief Executive:

Name Mark Andrews

Member:

Name:

EXECUTED as a DEED for and behalf of Oakham Town Council, acting by two Directors or one Director and it's Company Secretary:

Authorised Signatory

Name

Position - Director

Date

Authorised Signatory

Name

Position – Director /
Company Secretary

Date

SCHEDULE 1: PROJECT SPECIFICATION – (USE OF THE GRANT FUNDING)

The purpose of this grant is to support the delivery of the intervention '*E1: Funding for improvements to town centres and high streets, including better accessibility for disabled people, including capital spend and running costs.*' under the UK government's UK Shared Prosperity Fund, for Oakham town centre.

The UK Shared Prosperity Fund (UKSPF or the Fund) was the central pillar of the previous UK government's ambitious Levelling Up agenda and a significant component of its support for places across the UK. It provides £2.6 billion of new funding for local investment by March 2025, with all areas of the UK receiving an allocation from the Fund via a funding formula rather than a competition.

It covers three priority areas:

- Community and place
- Supporting local business; and
- People and skills

<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>

£50,000 has been allocated to Oakham town centre. This is split into £30k capital and £20k revenue funding, for projects and initiatives that will support improvements to Oakham town centre and high street.

Projects outputs and outcomes:

- Increased footfall
- Increase pride in place
- New or improved facilities
- Number of events
- Number of projects

The Town council must liaise with Rutland County Council on projects as they emerge.

Purpose of the Grant

The purpose of this grant is to facilitate the delivery of the intervention '*E1: Funding for improvements to town centres and high streets, including better accessibility for disabled people, including both capital expenditures and running costs.*' This funding, allocated under the UK government's UK Shared Prosperity Fund (UKSPF), aims to enhance the functionality, accessibility, and appeal of Oakham town centre, supporting its growth as a vibrant and inclusive community hub.

Context: The UK Shared Prosperity Fund

The UK Shared Prosperity Fund (UKSPF or the Fund) was established as a cornerstone of the UK government's Levelling Up agenda, designed to reduce regional disparities and foster equitable growth across the nation. The Fund represents a significant financial commitment, with £2.6 billion allocated for local investment by March 2025. Funding under the UKSPF focuses on three overarching priority areas:

1. **Community and Place:** Strengthening the fabric of local communities and improving public spaces.
2. **Supporting Local Business:** Encouraging innovation, entrepreneurship, and local economic growth.
3. **People and Skills:** Building human capital and addressing skill gaps to foster long-term employability and resilience.

For further details on the Fund's framework, goals, and eligibility criteria, refer to the [UK Shared Prosperity Fund Prospectus](#).

Funding Allocation

Oakham town centre has been allocated £50,000 from the UKSPF. This allocation is designated as follows:

- **Capital Funding:** £30,000 for physical improvements and infrastructure projects.
- **Revenue Funding:** £20,000 for operational costs, programming, and non-capital initiatives.

These funds are intended to support a suite of projects and activities aimed at revitalising Oakham's town centre and high street. All initiatives should align with the UKSPF's priorities and the specific intervention objectives.

Expected Outputs and Outcomes

The funded projects must aim to deliver measurable benefits for Oakham town centre. Key outputs and outcomes include:

- **Increased Footfall:** Boosting the number of visitors to the town centre and high street.
- **Enhanced Pride in Place:** Fostering a stronger sense of community identity and ownership among residents and stakeholders.
- **New or Improved Facilities:** Developing or upgrading amenities to meet the needs of diverse users, including disabled individuals.

- **Number of Events:** Organising events to engage the community and attract visitors.
- **Number of Projects Delivered:** Successfully completing planned initiatives within the allocated budget and timeframe.

Collaboration and Oversight

The Oakham Town Council will serve as the primary administrator of the grant funds. However, close collaboration with Rutland County Council is required to ensure alignment with broader regional strategies and adherence to funding guidelines. Regular updates on project progress, financial expenditures, and achieved outcomes must be provided to Rutland County Council for monitoring and reporting purposes.

SCHEDULE 2: ANNEX 1: GRANT FUNDING

[£50,000

SCHEDULE 2: ANNEX 2: PAYMENT TERMS

[Paid upfront after the agreement is signed.]

**SCHEDULE 3: DATA PROTECTION
PROCESSING PERSONAL DATA AND DATA SUBJECTS**

1. The Grant Recipient shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>No personal data is expected to be collected as part of this project</i>
Duration of the processing	<i>1 November 2024 – 31 March 2025</i>
Nature and purposes of the processing	<i>Not applicable</i>
Type of Personal Data	<i>Not applicable</i>
Categories of Data Subject	<i>Suppliers</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Not applicable</i>

SCHEDULE 4: GRANT REPRESENTATIVES

Council's - Grant Manager	Recipient's – Grant Manager
<p><u>Name:</u> Hayley McHugo-Chavda, Economic Development Manager</p> <p><u>Address:</u> Rutland County Council Catmose, Oakham. LE15 6HP</p> <p><u>Telephone:</u> 01572 722577 <u>Email:</u> hmchugo@rutland.gov.uk</p>	<p><u>Name:</u> Chris Evans, Oakham Town Clerk</p> <p><u>Address:</u> Oakham Town Council, RoI House, Long Row, Oakham, Rutland, LE15 6LN</p> <p><u>Telephone:</u> 01572 723627 <u>Email:</u> TownClerk@oakhamtowncouncil.gov.uk</p>
Council's second Representative	Recipient's second Representative
<p><u>Name:</u> Christopher Wright, Economic Development Officer</p> <p><u>Address:</u> Rutland County Council Catmose, Oakham. LE15 6HP</p> <p><u>Telephone:</u> 01572 722577 <u>Email:</u> cwright@rutland.gov.uk</p>	<p><u>Name:</u> Kathy Geraghty, Deputy Town Clerk</p> <p><u>Address:</u> Oakham Town Council, RoI House, Long Row, Oakham, Rutland, LE15 6LN</p> <p><u>Telephone:</u> 01572 723627 <u>Email:</u> kgeraghty@oakhamtowncouncil.gov.uk</p>

Certificate Of Completion

Envelope Id: 0ED0177A-2CB0-46F0-AAEA-6D4D92528944
Subject: Complete with Docusign: Grant Agreement_ Oakham Town Council.docx
Source Envelope:
Document Pages: 27
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Sent

Envelope Originator:
Vicki Semple
Catmose House
Catmos Street,
Oakham, Rutland LE15 6HP
vsemple@rutland.gov.uk
IP Address: 20.236.201.102

Record Tracking

Status: Original
1/7/2025 12:28:36 PM
Holder: Vicki Semple
vsemple@rutland.gov.uk
Location: DocuSign

Signer Events

Signature	Timestamp
Chris Evans TownClerk@oakhamtowncouncil.gov.uk Locum Clerk Oakham Town Council Security Level: Email, Account Authentication (None)	Sent: 1/7/2025 12:36:27 PM Resent: 1/14/2025 1:59:38 PM Resent: 1/29/2025 11:07:23 AM Viewed: 1/29/2025 2:52:56 PM

Electronic Record and Signature Disclosure:
Accepted: 1/29/2025 2:52:56 PM
ID: f802373d-b755-41eb-8657-8b583b4005a4

Kathy Geraghty
kgeraghty@oakhamtowncouncil.gov.uk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Mark Andrews
Mandrews@rutland.gov.uk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/1/2023 5:19:56 PM
ID: 2b679c3c-924a-49b3-b4ef-76412ab0bdba

Vicki Semple
vsemple@rutland.gov.uk
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Seal Events

Seal Name: Rutland County Council
Seal Certificate CN: Rutland County Council District
Council
Security Level: Digital Certificate

Timestamp

In Person Signer Events

Editor Delivery Events

Signature

Status

Timestamp

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2025 12:36:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Rutland County Council (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Rutland County Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: chardy@rutland.gov.uk

To advise Rutland County Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chardy@rutland.gov.uk and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Rutland County Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chardy@rutland.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Rutland County Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to chardy@rutland.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Rutland County Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Rutland County Council during the course of your relationship with Rutland County Council.