

**COMMUNITY SAFETY GRANT AGREEMENT  
AVON AND SOMERSET POLICE & CRIME COMMISSIONER**

**and**

**Insert provider/CSP/local authority**

**ANNUAL FUNDING AGREEMENT**

**FOR {insert purposes}**

**FOR THE INSERTYEAR FINANCIAL YEAR**

**("the Agreement")**

**Avon and Somerset Police & Crime Commissioner  
Police Headquarters  
Valley Road  
Portishead  
BS20 8JJ**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ INSERT YEAR

BETWEEN:

(1) AVON and SOMERSET POLICE AND CRIME COMMISSIONER of Police Headquarters, PO BOX 37, Valley Road, Portishead, Bristol BS20 8QJ "The PCC"

And

(2) \_\_\_\_\_ (the Recipient)

## 1. RECITALS

1.1 The Home Office has confirmed approval of a Community Safety Grant for Avon and Somerset Police & Crime Commissioner ("PCC") for INSERT YEAR. This grant replaces various different and separate funding streams issued by the Home Office to various Local Authorities and other bodies to fund various initiatives including community safety, drugs testing and treatment, youth offending and substance misuse, Positive Futures.

1.2 The PCC has set out the following guidelines for allocating this grant funding to partners:

- a) The new PCC grant funding should support clearly defined outcomes and not directly posts; and
- b) Outcomes funded must be clear and measurable – this in turn will improve the local evidence base for future commissioning; and
- c) The focus should be on the PCC's stated priorities; and
- d) The approach should maximise the partnership base (potentially including the Voluntary and Community Sector and Private Sector partners); and
- e) The approach in INSERT YEAR has been to enable continuity of projects from 2012/13 where possible, as this is a transitional year and the PCC has sought to avoid "cliff edge" reductions in funding for those previously funded by the Home Office.

1.3 The PCC will commission services and outcomes from partners for INSERT YEAR and allocate grant funding to them. This Agreement sets out the terms and conditions for such grants. This Agreement supercedes any previous contract or variation of contract covering the period 1<sup>st</sup> April INSERT YEAR until 31<sup>st</sup> March INSERT YEAR.

1.4 This Agreement does not constitute a commitment of any kind to provide funding after that period has ended. The PCC will endeavour to fund agreed projects in INSERT YEAR per this Agreement, however this will be dependent on:

1. The levels of funding made available to the Police & Crime commissioner; and
2. Satisfactory performance of your organisation against the agreed outcomes in this Agreement.

## 2. AUTHORISED REPRESENTATIVE

- **Our representative** is: [ \_\_\_\_\_ ]  
(Job title: \_\_\_\_\_ )  
[contact details]
- **Your representative** is: [ \_\_\_\_\_ ] (job title)  
[contact details]
- All payment enquiries should go to Alaina Davies, Resources Officer,  
Office of the Police and Crime Commissioner  
alaina.davies@avonandsomerset.pnn.police.uk

## 3. DEFINITIONS

**Eligible expenditure** consists of payments by the Recipient for the Purpose and is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

The **Funding Period** commences 1 April INSERT YEAR and ends on 31 March INSERT YEAR.

The **Grant** means the funds payable by the PCC to the Recipient under the terms of this Agreement, the amount of which shall not be more than [insert agreed allocation].

The **Purpose(s) is/are** detailed in **Schedule 1**. Use multiple attachments as required – 1 per project.

The **Recipient** means [insert name] receiving the Grant and responsible for Services to deliver the Purpose and outcomes and Service Levels agreed with the PCC “The Recipient”.

The **Services** are those undertaken by the Recipient to deliver the Purpose and outcomes agreed.

The **Service Level** is the service that is commissioned by the PCC and which is detailed in **Schedule 2**

## TERMS AND CONDITIONS

4.0 This Agreement sets out terms and conditions to the Recipient with respect to payment of the Grant, delivery of outcomes and services and associated monitoring requirements.

4.1 The PCC has approved “the Grant” to “the Recipient” for the “Funding Period” .:

**The Grant :**

{insert amount}

**The Purpose:**

{insert summary outcomes}

**Context:**

*{any other relevant information e.g match funding; confirmation of governing body sign off, professional advisors etc.}*

**The Performance measures:**

As per attached Schedule(s)

4.2 Subject to the Recipient complying with the terms and conditions set out in this Agreement, the PCC will pay the Grant to the Recipient as a contribution towards eligible expenditure.

4.3 The Recipient acknowledges that the PCC agrees to pay the Grant for the Funding Period and for the Purpose or Service Level specified in this Agreement.

**4.4 Where the Recipient is not the direct provider of services, the Recipient must ensure that their selected provider(s) complies in full with the requirements of this contract.**

**5. Payment of the Grant**

5.1 Payment will be made quarterly in arrears, in accordance with the following Schedule:

<b>Period: From</b>	<b>To</b>	<b>Payment date:</b>	<b>Quarterly performance report due:</b>
April YEAR	June YEAR	May YEAR	July YEAR
July YEAR	September YEAR	August YEAR	October

			YEAR
October YEAR	December YEAR	November YEAR	January YEAR
January YEAR	March YEAR	February YEAR	April YEAR

5.2 In order for any payment to be released, the PCC will require the Recipient to have:

- a) Signed and returned a copy of this Agreement to the PCC;
- b) Provided contact details of the nominated person who will act as the Recipient's authorised representative;
- c) Provided the appropriate bank details to receive funds;
- d) Supply the PCC with a business case template that has been approved by the PCC and a breakdown of expenditure and performance information as agreed by the PCC for monitoring purposes (as set out in Schedule 1);
- e) Complied with the terms and conditions of this Agreement; and
- f) Delivered outcomes or Service Levels as agreed in this Agreement.
- g) Issue electronic invoices containing a valid PO number

5.3 The PCC reserves the right to withhold all or any payments of the Grant if the PCC has reasonably requested information/documentation from the Recipient and this has not been received by the PCC in a reasonable time and where there has been a continued failure to deliver the agreed outcome/s or Service Levels.

5.4 The PCC may change the timing and/or the amount of any outstanding Grant payments depending on need and in the event of any breaches of this Agreement.

## 6. Managing the Grant

6.1 Each party must notify the other of:

- a) The nominated person who will act as the party's authorised representative; and
- b) The contact details of the authorised representative and any deputies.

6.2 The PCC requires the Recipient to submit in-year monitoring information in order to track the delivery of agreed outcomes. The PCC may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

6.3 The PCC may request review meetings with the recipient in addition to monitoring information and access to evidence of expenditure and outcomes achieved. If so, the Recipient shall comply with any reasonable request.

6.4 Quarterly **monitoring reports** shall be submitted by the Recipient to the PCC as per the payment timetable in paragraph 5.1. These reports must:

- a) Be in the format agreed with the PCC; and

- b) Be signed by a Treasurer, Finance Officer or equivalent; and
- c) Contain a detailed breakdown of expenditure, outcomes delivered, services delivered for the Funding Period.
- d) Include narrative of the quarter's activities as appropriate.

6.5 The PCC may ask the Recipient to provide it with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.

6.6 The Recipient must notify the PCC as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds must be returned to the PCC. If an overpayment of the Grant has been made, the PCC will recover the payment.

6.7 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the PCC.

## **7. Records to be kept**

7.1 The Recipient must:

1. Maintain and operate effective monitoring and financial management systems; and
2. Keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

7.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

- An annual, written statement, signed by the partner's treasurer, of how the money was spent; and
- A signed undertaking that the partner will retain such documents for the period prescribed above.

7.3 The funds provided under this Agreement may not be used to purchase capital items.

7.4 The PCC reserves the right to request expenditure and income relating to this service.

## **8. Audit and Inspection**

8.1 This Grant falls within the scope of the PCC's annual internal and external audit programme. The PCC may require information from the Recipient and access for auditors to information from time to time to address audit enquiries and the Recipient will allow reasonable access for these purposes.

## **9. Conditions of funding, breach of Grant condition and financial or other irregularities**

- 9.1 The PCC requires the Recipient to notify the PCC immediately of any suspected financial irregularity and keep the PCC informed of any investigation.
- 9.2 The PCC may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid if the Recipients fail to comply with any of the conditions set out in this Agreement. Any repayment of the Grant must be paid within 30 days of receiving the demand for repayment.
- 9.3 If the Recipient fails to observe the conditions of this Agreement and the breach is serious, or if such failures are persistent or cumulative, the PCC may terminate this agreement. If the PCC terminates this Agreement, funding may be withdrawn and the PCC may require the Recipient to repay funding that has not been used for the Purpose.
- 9.4 The PCC will give the Recipient a written notice of a failure or failures that the PCC regards as potentially grounds for termination, and state what the PCC requires the Recipient to do to avoid this. However, if a failure is serious the PCC may suspend this agreement with immediate effect.
- 9.5 The PCC may agree in writing to vary the terms and conditions of this Contract. Any variation will be signed by both parties
- 9.6 The provider must maintain a business continuity plan and the PCC or relevant governing body is to be notified as soon as reasonably practicable in any event no later than 5 operational days from the date of such activation.
- 9.7 The PCC reserves the right to request access to service users to consult on issues within the PCC's remit.

## **10. Insurance cover**

- 10.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the PCC on request.

## **11. Indemnity**

- 11.1 The PCC accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the PCC's negligence.

11.2 The Recipient agrees to indemnify the PCC for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Agreement.

## **12. Publicity**

12.1 Publicity and written material relating to the work or projects funded by the Grant shall acknowledge this as 'Funded by Avon & Somerset Police & Crime Commissioner'.

12.2 The PCC shall have the right to visit projects and work funded by this Grant having given reasonable notice.

12.3 The PCC may make public comment on activity and outcomes funded by this Grant.

12.4 The Recipient agrees to adhere to the separately agreed protocol for Communications which will act as a guideline based on the best current assessment of sensible work practice.

## **13. Funding Period and Termination**

13.1 The PCC does not commit to renew or continue financial support to the Recipient after the Funding Period.

13.2 This Agreement may be terminated by either party giving the other at least three months notice in writing

13.3 The PCC may terminate this Agreement forthwith by serving a written notice on The Recipient if:

1. The Grant or any part of it is being used for any purpose other than the Purpose set out in this Agreement; and/or
2. The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;and/or
3. The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the PCC agrees in writing) of being served with a notice pointing out the breach requiring its rectification;and/or
4. The source of funding to the PCC is changed or terminated.

13.4 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

13.5 If one of the Parties commits a serious breach of its obligations under this Contract, then the other Party may, without prejudice to any accrued rights or remedies, terminate this Contract by a calendar month's notice in writing.

13.6 The PCC may also terminate this Agreement by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if the Recipient commits a persistent or cumulative breach of its obligations under the Agreement. A persistent or cumulative breach is deemed to occur after the PCC has issued three written warnings or notices to the Recipient in a 12 month period



regarding the Recipient's performance, mis-performance or failure to perform the services as required under this Contract.

13.7 A warning notice shall:

1. specify the breach
2. specify anything the PCC requires the Recipient to do or not to do
3. where the breach is capable of remedy specify the period within which the Recipient must remedy the breach
4. Specify or cite a number of breaches within the same notice.

13.8 On receipt of the warning notice the Recipient shall comply with it and take such steps as are appropriate so that the same or similar incident does not occur again.

13.9 The PCC may also terminate this Agreement by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:

1. The Recipient becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986.
2. The Recipient has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed.
3. The Recipient has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed.
4. The Recipient has possession taken, by or on behalf of the holder of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.
5. The Recipient is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a Manager, or Administrative Receiver, or which entitle the Court to make a winding-up order.
6. The Recipient has offered, paid or given, directly or indirectly, any gift in money or any other form to any member, employee or agent of the Commissioners or any other local authority, health organisation or public body an inducement or reward in connection with their behaviour in relation to the Service, this Contract or any similar service or harmony.
7. The Recipient has committed any offence under the Prevention of Corruption Acts 1889 to 1916 (whether prosecuted or not), or has paid or offered any fee or reward contrary to Section 117(2) of the Local Government Act 1972.

13.10 If the Contract is terminated by the PCC then the PCC shall;

1. Cease to be under any obligation to make further payment to the Recipient until all costs and damage resulting from or arising out of termination of the Contract have been calculated; and
2. Be entitled to deduct such costs from any sum or sums, which would have been due to the Recipient or be entitled to recover the costs from the Recipient as a debt; these costs will be limited to costs arising directly from the termination; and
3. Be entitled to engage any other person to provide the Service.

#### **14. End of Contract Period**

14.1 This Agreement will terminate automatically at the end of the Funding Period unless renewed by the Parties by memorandum in writing.

14.2 If this Agreement comes to an end because the PCC ceases to fund this activity or the activity wholly or partially ceases, then TUPE will not normally apply.

14.3 If this Agreement terminates and TUPE does apply because an equivalent Service continues in circumstances where an undertaking will transfer the following provisions will apply.

14.4 The TUPE position shall be determined in accordance with the law at the date of expiry or termination as the case may be.

14.5 During the twelve months preceding the termination of the Agreement by the effluxion of time or for the remaining duration of the Contract period where notice terminating this Agreement for whatever reason has been given, the Recipient shall not:

1. materially amend the terms and conditions of employment (including rates of remuneration, hours and holidays) of any persons engaged in providing the Service other than in the ordinary course of business and/or other than in accordance with nationally negotiated changes to terms and conditions which are applicable to those persons; or
2. replace any of the persons engaged in providing the Service or deploy any person other than those already providing the Service to perform the Service or materially increase the number of persons performing the Service other than in the ordinary course of business.

14.6 For the purpose of this clause "Transferring Employees" means those employees whose employment transfers to any new Service Provider ("Future Service Provider") under TUPE and the "Transfer Date" shall mean the date of such transfer.

14.7 The Recipient shall ensure that it meets all wages, salaries and other benefits of the Transferring Employees and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Transferring Employees up to the Transfer Date.

14.8 The Recipient will indemnify any Future Service Provider and the PCC in full against any liability either of them may incur to or in respect of any liability to or in respect of any Transferring Employee, which arose before the Transfer Date and has transferred to it with that employee under TUPE.

14.9 If requested by the Future Service Provider or the PCC the Recipient will give an indemnity in writing in respect of such liability but such indemnity shall be effective irrespective of whether given or requested.

14.10 The Recipient shall remain responsible for all the Recipient's employees (other than the Transferring Employees) on or after the time of expiry of termination of the Agreement and shall indemnify the PCC and any 14.11 Future Service Provider against any expenses, costs or losses incurred by the PCC or any Future Service Provider resulting from any claim whatsoever whether arising before or after the Transfer Date by or on behalf of any of the Recipient's employees who do not constitute the Transferring Employees.

## **15 Conditions relating to the Recipient's responsibilities to Service Users**

15.1 The Recipient must deliver the Purpose and provide the Services in accordance with this Agreement, reliably and with the skill, diligence and care of competent and appropriately qualified staff able to provide the Services.

15.2 The Recipient must demonstrate:

1. a commitment to service users by involving them in service development ;
2. a knowledge and understanding of their responsibilities for the protection of vulnerable service users.
3. Where the Recipient is providing personal services, advice or counselling and if they hold **any** personal information, they must have and implement a written policy of confidentiality.

15.3 The Recipient must have a clear, publicised and accessible complaints procedure for dealing with Service Users' complaints relating to the agreed Services. This procedure must ensure where possible speedy resolution and service continuity. The procedure must include a written record of all complaints and action taken and must be used as an evaluation tool for improving service delivery.

15.4 The Recipient must inform complainants of their right to escalate their complaint to the Police and Crime Commissioner for Avon and Somerset should they exhaust the Recipient's complaints procedure and remain dissatisfied. Any such unresolved

complaints should go to [pcc@avonandsomerset.pnn.police.uk](mailto:pcc@avonandsomerset.pnn.police.uk). The Recipient will thereafter be expected to co-operate with any complaint investigation undertaken by the PCC and agree and comply with the PCC's reasonable recommendations for resolution.

15.5 The Recipient shall comply with all relevant Safeguarding legislation and guidance and have a safeguarding policy in place.

## **16. Equality and Diversity**

16.1 The Recipient must have or develop within a time scale approved by the PCC, an equal opportunities policy and programme for its implementation that is compatible with the PCC's own policies and practices, given practicable considerations concerning the size and nature of your organisation.

16.2 The Recipient must take all reasonable steps in the provision the Services:

1. to ensure that there is equality of access, use and involvement to everyone and to ensure that the Recipient does not discriminate directly or indirectly on grounds of race, disability, age, economic or social background, gender (including sexual orientation and transgender issues), HIV status, marital status, race, (including nationality, cultural or ethnic background) or religion, and observe all legislation relating to equalities; and

2. to consult Service Users fully about the Service, its organisation, management and service provision, and where possible to ensure that users are involved in helping manage, organise and develop activities aided by this funding.

16.3 The Recipient shall not unlawfully discriminate (whether directly or indirectly) against any person on the grounds of race, colour, ethnic or national origin, disability, sex, sexual orientation, religion or belief, or age and shall, in particular comply with the provisions of the:

1. Equal Pay Act 1970
2. Sex Discrimination Act 1975
3. Race Relations Act 1976
4. Disability Discrimination Act 1995
5. Human Rights Act 1998
6. Employment Equality (Sexual Orientation) Regulations 2003
7. Employment Equality (Religion or Belief) Regulations 2003
8. Employment Equality (Age) Regulations 2006
9. Equality Act 2010.

16.4 The Recipient shall adopt and maintain policies to comply with its statutory obligations regarding non-discrimination.

16.5 Where a genuine occupational reason is identified in accordance with Regulation 7(3) of the Employment Equality (Religion or Belief) Regulations 2003 the Recipient may seek exemption in relation to recruitment decisions

based on religion or belief. Such an exemption will only be applied with the Contract of the Service Purchaser following submission of the recruitment policies, job descriptions and any other documentation relevant to the genuine occupational reason.

16.6 The Recipient shall be required on request to provide information as part of the Contract review such as:

- 1.details of the composition of their workforce specifying the number of men, women, people from ethnic minorities and people with disabilities and specifying the grades of these employees
2. any targets in relation to the composition of the workforce, and steps if any, that are being taken to meet those targets
3. evidence of meeting the diverse needs of Service Users in relation to race, colour, ethnic or national origin, disability, sex, sexual orientation, religion or belief, or age

16.7 The PCC will actively support the Recipient to comply with this legislation.

## **17 Amendments to the Agreement**

17.1 This Agreement sets out the entire agreement between the parties. It replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

## **18. Confidentiality**

18.1 Neither Party shall, without the prior written consent of the other, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any confidential information received by it in relation to the Services being provided or the Party's business generally (except as may be required by Law including the Freedom of Information Act 2000)

## **19. Freedom of Information**

19.1 Where applicable, the Recipient and the PCC are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.

19.2 The Recipient agrees to assist and cooperate with the PCC to enable the PCC to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Agreement

## **20. Transparency**

- 20.1 The Recipient acknowledges that the PCC shall disclose payments made against this grant in accordance with the Government's transparency agenda.
- 20.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

## **21. Notices**

- 21.1 All notices, invoices and other communications relating to this Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Agreement.
- 21.2 Notices delivered hereunder shall be deemed to be delivered:
1. if delivered by hand, upon receipt;
  2. if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;
  3. if sent by electronic mail, on the date of delivery subject to the following conditions:
  4. when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and
  5. each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

## **22. Contract (Rights of Third Parties) Act 1999**

- 22.1 No person who is not a party to this Agreement shall have the right to enforce any its terms.

## **23. Governing Law**

- 23.1 This Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED BY:

Name & Job Title:

Signature:

For and on behalf of Avon and Somerset Police and Crime Commissioner

SIGNED BY:

Name & Job Title:

Signature:

For and on behalf of