

Sussex Police and Crime Commissioner

Grant Agreement for the provision of funding to Bexhill on Sea Town Council for as a contribution towards the ongoing maintenance and Sim costs of the public facing CCTV system.



**Sussex
Police & Crime
Commissioner**



OVERVIEW

Project Description:

This funding has been awarded to Bexhill on Sea Town Council as a contribution towards the ongoing maintenance and Sim costs of the public facing CCTV system.

Funding: £4,334.40

Term: 01 April 2024 to 31 March 2025.

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This AGREEMENT is made the day of

BETWEEN

- (1) **THE SUSSEX POLICE AND CRIME COMMISSIONER**, of Sackville House, Brooks Close, Lewes, BN7 2FZ ("**the Commissioner**").
- (2) **Bexhill on Sea Town Council** whose principal address is at 35 Western Road, Bexhill-on-Sea TN40 1DU ("**the Recipient**").

Background

- (A) The Sussex Police and Crime Commissioner has received grant funding from the Home Office to deliver activity to deal with neighbourhood crime, violence against women and girls and anti-social behaviour.
- (B) The Sussex Police and Crime Commissioner has agreed to pay the Grant to the Grant Recipient so that the Grant Recipient can provide these services to third parties as per the agreed project scope.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Sussex Police and Crime Commissioner to the Grant Recipient.
- (D) 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

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

- "Commencement Date"** 01 April 2024
- "Confidential Information"** Means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of General Data Protection Regulations 2018;
- "Data Protection Legislation"** Means the (i) General Data Protection Regulation (Regulation (EU) 2016/679) and any applicable national laws implementing them as amended from time to time including, but not limited to the (ii)

Data Protection Act 2018 and, (iii) all applicable law concerning privacy, confidentiality or the processing of personal data, including but not limited to the Human Rights Act 1998, , the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2015 and any associated Regulations, (iv) the common law duty of confidentiality, (v) the Privacy and Electronic Communication (EC Directive) Regulations and (vi), where applicable the guidance and codes of practice issued by the Information Commissioner;

"OPCC CEX"

Means the Chief Executive of the Office of the Sussex Police and Crime Commissioner and shall include his duly authorised agents and representatives and any successor of his;

"Grant"

The sum of **£4,334.40** to be paid to the Recipient in accordance with this Agreement;

"Insolvency Event"

The Recipient (i) passes a resolution for its winding up, or a court or Regulator makes an order for it to be wound up or dissolved (other than for the purpose of a bona fide reconstruction or amalgamation), or being otherwise dissolved; or (ii) an administrator, receiver or administrative receiver being appointed to it; or, (iii) entering into an arrangement, compromise or composition for the benefit of its creditors or any class of them; or (iv) becoming insolvent, being declared bankrupt, placed into liquidation or having a petition presented for its winding up, or being unable to pay its debts as they fall due; or (v) taking any actions analogous to (i)-(iv) above in consequence of debt;

"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;

"Prohibited Act"

Means:

- (a) offering, giving or agreeing to give to any servant of the Commissioner 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 Commissioner; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Commissioner;
- (b) entering into this Agreement or any other contract with the Commissioner 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 Commissioner;
- (c) committing any offence:
 - (i) under the Bribery Act 2010 (or 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);
 - (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 Commissioner; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Commissioner;

“Project” or “Project scope” The project described under Schedule 1;

“Head of Commissioning” The individual who has been nominated to represent the Commissioner for the purposes of this Agreement;

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| “Recipient’s Representative” | Means the individual who has been nominated to represent the Recipient for the purposes of this Agreement; |
| “The Services” | The “Services” means all services (including any goods, materials or articles) which the Grant Recipient is required to provide under the Grant Agreement as set out in the Business Case; |
| “Working Day” | Means any day other than a Saturday, Sunday or public holiday in England and Wales. |

1.2 Where any party to this Agreement comprises two or more persons, any obligations on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons.

1.3 A reference to any statute or statutory section shall be taken to include a reference to any statutory amendment modification or re-enactment of it for the time being in force.

1.4 The headings to this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever.

1.5 Unless the context requires otherwise references in this Agreement to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Agreement.

1.6 The schedules to this Grant Agreement shall have effect.

2. PURPOSE OF GRANT

2.1 The Recipient shall use the Grant only for the delivery of the Project as per 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 Commissioner.

2.2 The Recipient shall not make any significant change to the Project without the Commissioner’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 Commissioner in advance of its intention to do

so and, where such funding is obtained, it will provide the Commissioner 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 Commissioner is funding in full under this Agreement unless specifically agreed with the Commissioner.

3. PAYMENT OF GRANT

- 3.1 Subject to Clause 9, the Commissioner shall pay the Grant to the Recipient in accordance with the funding levels stated in Schedule 1.
- 3.2 No Grant shall be paid unless and until the Commissioner is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account.
- 3.5 The Recipient shall promptly repay to the Commissioner 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. INITIAL GRANT AGREEMENT TERM

- 4.1 The Grant Agreement shall take effect on the Commencement Date and shall expire automatically on **31 March 2025**, unless it is otherwise terminated in accordance with the provisions of the Grant Agreement, or otherwise lawfully terminated or extended under clause 8.

5. USE OF GRANT

- 5.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget and project scope as set out in Schedule 1.

- 5.2 The Recipient shall report to the Commissioner on a date no later than two weeks before 16 April (being two weeks before the end of the financial year) on the amount of the Grant that has been spent and on what basis.
- 5.3 Should any part of the Grant remain unspent at the end of the Project as per clause 4.1, or on termination as per clause 8, the Recipient shall notify the Commissioner as soon as it becomes aware. The Recipient will then ensure that any unspent monies are returned to the Commissioner.
- 5.4 Unless the Commissioner (in its absolute discretion) notifies the Recipient that the Recipient may retain the unspent amount of the Grant (on such terms and conditions that the Commissioner may impose), the Recipient must return any unspent part of the Grant in accordance with Clause 9.
- 5.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Commissioner for this purpose.

6. ACCOUNTS AND RECORDS

- 6.1 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.
- 6.2 Without prejudice to any other obligations it may have to keep records for longer periods, the Recipient must keep all invoices, receipts, accounts and any other relevant documents relating to the expenditure of the Grant for at least six years following receipt of any Grant funds to which they relate. The Commissioner will have the right to review the Recipient's accounts and records relating to the Grant and to take copies of such accounts and records.
- 6.3 The Recipient shall comply and facilitate the Commissioner's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Commissioner.

7. MONITORING AND REPORTING

- 7.1 The Commissioner shall monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met and conditions of this Agreement are being adhered to.

- 7.2 The Recipient shall provide the Commissioner with a financial report and a monitoring report on its use of the Grant and delivery of the Project every quarter, as set out in Schedule 1, and in such formats as the Commissioner may reasonably require. The Recipient shall provide the Commissioner with each report within one (1) months of the last day of the quarter to which it relates unless otherwise advised.
- 7.3 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.
- 7.4 Along with its first quarterly report, the Recipient shall provide the Commissioner with a risk register. The Recipient shall address the health and safety of its staff in the risk register. The risk register should be shared with the other monitoring reports when there are any changes to the contents.
- 7.5 The Recipient shall on request provide the Commissioner with such further information, explanations and documents as the Commissioner may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 7.6 The Recipient shall permit any person authorised by the Commissioner 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.
- 7.7 The Recipient shall permit any person authorised by the Commissioner for the purposes of Clause 7.6 to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Commissioner 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.
- 7.8 The Recipient shall provide the Commissioner with a final report on completion of the Project which shall confirm whether the Project has been successfully and properly completed.
- 7.9 The Recipient shall address any enquiries about this Agreement and its performance, in the first instance, to the Head of Commissioning and the

Commissioner shall address any enquiries about this Agreement and its performance, in the first instance, to the Recipient's Representative.

- 7.10 Notwithstanding the above, the Recipient must also provide the Commissioner with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the Commissioner in relation to the Project regardless of whether the Project is in place or, has terminated or concluded.
- 7.11 Without prejudice to its other obligations under this clause, the Recipient must, within five (5) days of becoming aware of them, notify the Commissioner of:
- (a) Any service user safety issue or incident in relation to the Project.
 - (b) Any adverse findings, warning notices, interventions or other regulatory action from any Regulator in relation to the Recipient.
 - (c) Any loss of consent, approval or licence that has a material adverse impact on the Recipient's delivery of the Project.

8. TERMINATION AND EXTENSION

- 8.1 The Commissioner may terminate this Agreement on giving the Recipient three (3) months' written notice with reasons.
- 8.2 The Commissioner may terminate this Agreement with immediate effect should any of the following occur:
- (a) The Recipient uses the Grant for purposes other than those for which it has been awarded;
 - (b) The delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Commissioner with a reasonable explanation for the delay;
 - (c) The Commissioner 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 Commissioner, delivering the Project in a negligent manner;
 - (e) The Recipient provides the Commissioner with any materially misleading or inaccurate information;
 - (f) The Recipient or any of its employees or agents commits a Prohibited Act or takes any actions which, in the reasonable opinion of the Commissioner, bring or are likely to bring the Commissioner's name or reputation into disrepute, embarrass the Commissioner or diminish the public's trust in them or their role;

- (g) 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) during the Grant Period;
- (h) The Recipient is subject to an Insolvency Event, ceases to carry out the Activities for which the Grant was paid or loses any regulatory consent or approval necessary for the Project,; or
- (i) 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 thirty (30) days of receiving written notice detailing the failure; or
- (j) The Recipient attempts to transfer or assign any of its rights, interests or obligations created under this Agreement or to substitute any person in respect of such rights, interests or obligations, without the written agreement in advance of the Commissioner.

8.3 On the termination of the Agreement for any reason, the Recipient shall immediately return to the Commissioner all information and documentation belonging to the Commissioner and pay any sum payable to the Commissioner as per clause 9.

8.4 The Commissioner may, by giving written notice to the Recipient not less than 1 month prior to the last day of the Initial Grant Agreement Term, extend the Agreement for a further term of up to 12 months. The provisions of the Agreement will apply throughout any such extended period subject to any agreed variation or amendment made in accordance with the Agreement.

8.5 Any rights or obligations under this Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement (including all indemnities and any obligations relating to the use of unspent amounts of the Grant) will continue after expiry or termination.

9. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

9.1 The Commissioner's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Commissioner's other rights and remedies, the Commissioner 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 Commissioner terminates the Agreement as per clause 8.1-8.3;

- (b) The Recipient uses the Grant for purposes other than those for which it has been awarded;
- (c) The delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Commissioner with a reasonable explanation for the delay;
- (d) The Commissioner considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (e) The Recipient is, in the reasonable opinion of the Commissioner, delivering the Project in a negligent manner;
- (f) The Recipient provides the Commissioner with any materially misleading or inaccurate information;
- (g) The Recipient or any of its employees or agents commits a Prohibited Act or takes any actions which, in the reasonable opinion of the Commissioner, bring or are likely to bring the Commissioner's name or reputation into disrepute;
- (h) 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) during the Grant Period;
- (i) The Recipient is subject to an Insolvency Event, ceases to carry out the Activities for which the Grant was paid or loses any regulatory consent or approval necessary for the Project; or
- (j) 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 thirty (30) days of receiving written notice detailing the failure; or
- (k) The Recipient attempts to transfer or assign any of its rights, interests or obligations created under this Agreement or to substitute any person in respect of such rights, interests or obligations, without the written agreement in advance of the Commissioner.

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 Commissioner as soon as possible so that, if possible, and without creating any legal obligation, the Commissioner will have an opportunity to provide assistance in resolving the problem or to take action to protect the Commissioner and the Grant monies.

9.3 In the event that the Commissioner requires all or part of the Grant to be repaid in accordance with clause 9, the Recipient undertakes to pay such amount to the Commissioner within 5 working days of a demand, (or as shall be determined appropriate in the Commissioner's absolute discretion) to such bank or building society account as the Commissioner may from time to time direct.

10. WARRANTIES

10.1 The Recipient warrants, undertakes and agrees that:

- (a) It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) It has not committed, nor shall it commit, any Prohibited Act;
- (c) It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Commissioner immediately of any significant departure from such legislation, codes or recommendations;
- (d) It shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) It will co-operate with the Commissioner and adhere to relevant legislation relating to the protection and safety of children and conduct relevant security checks;
- (f) In relation to working with children and young people, grant recipient (and employees/staff) should adhere to all legal requirements and procedures as well as have regard to any guidelines produced by the appropriate professional bodies;
- (g) It shall ensure that all appropriate verification procedures will be undertaken for any staff of the Grant Recipient or and any volunteers engaged by the Grant Recipient who work with children, young people and vulnerable adults in the provision of the Services;
- (h) It shall ensure where a post, role or activity involves substantial, unsupervised access to children, young people or vulnerable adults on a sustained or regular basis, the PCC for Sussex may in its discretion, to the extent the law permits, require staff to disclose any criminal records they may have by undertaking a Disclosure & Barring Service ('DBS') check at the appropriate level prior to any contact;

- (i) Is required to undertake DBS Standard or Enhanced Disclosures in respect of posts or roles, which involve regularly supervising or being in sole charge of children or young people;
- (j) It shall comply with the Modern Slavery Act 2015;
- (k) It shall ensure that all sensitive personal information is treated with the upmost care and confidentially;
- (l) It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (m) It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (n) All financial and other information concerning the Recipient which has been disclosed to the Commissioner is to the best of its knowledge and belief, true and accurate;
- (o) 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;
- (p) The obligations of the Recipient under this Agreement shall be performed by appropriately qualified and trained persons with reasonable skill care and diligence and to such high standards of quality as is reasonably expected of a professional organisation carrying out activities such as those to be undertaken pursuant to the Project;
- (q) It is not aware of anything in its own affairs, which it has not disclosed to the Commissioner or any of the Commissioner's advisers, which might reasonably have influenced the decision of the Commissioner to make the Grant on the terms contained in this Agreement; and
- (r) Since the date of its last accounts there has been no material change in its financial position or prospects.
- (s) It has, and will maintain, adequate insurances in respect of the Project in accordance with clause 20.
- (t) Monitor the level and validity of the checks under this clause on a regular basis.
- (u) Not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out a role as part of the Project.

10.2 The Recipient must immediately provide to the Commissioner any relevant information reasonably requested by the Commissioner to enable the

Commissioner to be satisfied that the obligations of this clause have been met.

11. LAWFUL CONDUCT, EQUAL OPPORTUNITIES, USE OF VOLUNTEERS AND ACTIVITIES FUNDED BY THE GRANT

- 11.1 The Recipient must ensure that all members of the Recipient's staff comply, and must take all reasonable steps to ensure that any other person involved in the use of the Grant complies, with all applicable laws for the time being in force (that is, in so far as binding on the Recipient, the member of staff, or the person involved in the use of the Grant, as the case may be) in England and Wales, including, but not limited to, not committing any act of discrimination rendered unlawful by the Equality Act 2010.
- 11.2 The Grant must not be used to incur expenses improperly; to support, directly or indirectly, any organisation or activity which is likely to bring the Commissioner into disrepute; to support or promote religious activity; to influence, attempt to influence, or to support activity intended to influence, Parliament, government or political parties; to influence, or to attempt to influence, the awarding or renewal of contracts or grants; to influence, or to attempt to influence, legislative or regulatory action.

12. ACKNOWLEDGEMENT AND PUBLICITY

- 12.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Commissioner as the source of the Grant.
- 12.2 The Recipient shall not make any press announcement or publish any material referring to the Project or the Commissioner without the prior written agreement of the Commissioner. The Recipient shall acknowledge the support of the Commissioner in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where agreed or as requested by the Commissioner) shall include the Commissioner's name and logo (or any future name or logo adopted by the Commissioner) using the templates provided by the Commissioner from time to time.
- 12.3 Use of the Commissioner's name and logo is limited to a purpose connected to the Project.
- 12.4 The Recipient shall comply at all times with the Commissioner's guidance for use of its corporate logo's issued from time to time.

- 12.5 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 Commissioner.
- 12.6 The Commissioner may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 12.7 The Recipient shall comply with all reasonable requests from the Commissioner to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Commissioner in its promotional and fundraising activities relating to the Project.
- 12.8 The Recipient shall take all reasonable steps to ensure that its Staff, Contractors and professional advisors comply with clause 12.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Commissioner and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Commissioner or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 13.2 Where the Commissioner has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Commissioner.

14. CONFIDENTIALITY

- 14.1 Subject to clause 155, each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights and Confidential Information other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

14.2 The obligation of confidentiality contained in this clause 14 shall not apply or shall cease to apply to any Intellectual Property Rights, or other business, technical or commercial information which:

- (a) At the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) Is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

14.3 A party may disclose the other party's confidential information:

- (a) To comply with applicable law;
- (b) To any appropriate Regulator;
- (c) In connection with any dispute resolution or litigation between the parties;
- (d) As permitted under any other express arrangement or other provision of this Agreement; and,
- (e) Where the disclosing party is the Commissioner, to Sussex Police for the purpose of carrying out their duties.

15. FREEDOM OF INFORMATION

15.1 The Recipient acknowledges that the Commissioner is subject to the requirements of the Freedom of Information Act 2000 ('FOIA').

15.2 The Recipient shall:

- (a) Transfer to the Commissioner all requests for information relating to this agreement that it receives as soon as practicable and in any event within two (2) working days of receipt;
- (b) Provide the Commissioner with a copy of all information belonging to the Commissioner requested in the request for information which is in its possession or control in the form that the Commissioner requires within five (5) working days (or such other period as the

Commissioner may reasonably specify) of the Commissioner's request for such information; and

- (c) Provide all necessary assistance as reasonably requested by the Commissioner to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- (d) Have a nominated information governance lead who must ensure that the Commissioner is kept informed at all time of the identity and contact details of that person.

15.3 The Commissioner shall be responsible for determining at its absolute discretion whether the information:

- (a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) Is to be disclosed in response to a request for information;

and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Commissioner.

15.4 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

16. 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 Legislation and both parties will duly observe all their obligations under the same which arise in connection with the Agreement.

17. OFFICIAL SECRETS ACT 1911 TO 1989, s182 OF THE FINANCE ACT 1989

17.1 The Recipient shall comply with, and shall ensure that its Staff comply with, the provisions of:

- (a) The Official Secrets Act 1911 to 1989; and
- (b) Section 182 of the Finance Act 1989.

17.2 In the event that the Recipient or its Staff fail to comply with this clause, the Commissioner reserves the right to terminate the Agreement by giving notice in writing to the Recipient.

18. EQUALITIES

18.1 The Recipient must at all times carry out the Project in conformity with the provisions of:

- (a) The Equality Act 2010, and take all reasonable steps to secure that all servants, employees, or agents of the Beneficiary do not unlawfully discriminate against any person in decisions to recruit, train, promote discipline, or dismiss during the provision of the Project (whether in relation to age, disability, gender reassignment, pregnancy and maternity, marriage or civil partnership, race, religion or belief, sex and sexual orientation, or otherwise); and
- (b) The Human Rights Act 1998;
- (c) Any amendment or re-enactment thereof of either of them and any regulations or code of practice made there-under or under either of them; and
- (d) All other applicable Acts of Parliament and all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Agreement.

18.2 The Recipient shall take all reasonable steps to secure the observance of clause 18.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

19. LIMITATION OF LIABILITY

19.1 The Commissioner 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 Commissioner, 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.

19.2 Subject to clause 19.1, the Commissioner's liability under this Agreement is limited to the payment of the Grant.

20. INSURANCE

- 20.1 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**).
- 20.2 The Required Insurances referred to above include (but are not limited to):
- (a) Public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
 - (b) Employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 20.3 The Recipient shall (on request) supply to the Commissioner a copy of such insurance policies and evidence that the relevant premiums have been paid.
- 20.4 Any of the Recipient's 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.

21. ASSIGNMENT

- 21.1 The Recipient may not, without the prior written consent of the Commissioner, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 21.2 The Commissioner may require the Recipient to terminate any approved sub-contract where the acts of omissions of the relevant approved sub-contractor have given rise to the Commissioner's right of termination under this Agreement.

22. 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.

23. 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 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 day which is not a 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 by first class post, or on the fourth Working Day following such mailing by second class post.

24. DISPUTE RESOLUTION

- 24.1 In the event of any complaint or dispute (which does not relate to the Commissioner'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 Head of Commissioning or any other individual nominated by the Commissioner from time to time.
- 24.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Head of Commissioning or other nominated individual, as the case may be, either party may refer the matter to the OPCC CEX and the Chief Executive (or equivalent) of the Recipient with an instruction to attempt to resolve the dispute by agreement within twenty eight (28) days, or such other period as may be mutually agreed by the Commissioner and the Recipient.
- 24.3 In the absence of agreement under Clause 24.2, 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.

25. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Commissioner 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.

26. JOINT AND SEVERAL LIABILITY

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

27. 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.

28. 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.

29. GENERAL

- 29.1 No Variation to this Agreement shall be valid unless made in writing and signed by or on behalf of the parties hereto.
- 29.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 29.3 No Party to this agreement shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except the return of the Grant, or part thereof, to the Commissioner in accordance with clause 9.3) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, but not limited to, the following events which may frustrate the purpose of the Agreement:
- (a) Acts of God;
 - (b) Flood, fire, earthquake or explosion;
 - (c) War, invasion, hostilities, terrorist threats or acts, riot or other civil unrest;
 - (d) Government order of law;

- (e) actions, embargoes or blockades in effect on or after this Agreement;
- (f) National or regional emergency;
- (g) Strikes, labour shortage or industrial action;
- (h) Epidemic, pandemic or similar infectious disease or illness;

Schedule 1

This funding has been awarded as a contribution towards the ongoing maintenance and Sim costs of the public facing CCTV system.

- **Funding:**

- Amount - Total amount of funding **£4,334.40** to 31 March 2025.
- To be paid in one instalment on receipt of signed grant agreement

- **Monitoring and Reporting:**

- Measures:

To provide confirmation that an agreement has been signed to provide ongoing maintenance of the public facing CCTV.

Provide quarterly invoices confirming that the costs for the services have been paid.

Reporting Schedule

Year 1

- Quarter 1 (1st May 2024 to 30th June 2024) - To be returned by 31st July 2024
- Quarter 2 (1st July 2024 to 30th September 2024)- To be returned by 14th October 2024
- Quarter 3 (1st October 2024 to 31st December 2024) - To be returned by 31st January 2025
- Quarter 4 (1st January 2025 to 31st March 2025) - To be returned by 14th April 2025

Please note the earlier deadlines for Quarter 2 and Quarter 4

Monitoring returns should be emailed to commissioning@sussex-pcc.gov.uk

Agreement Particulars

Signed for and on behalf of **Bexhill on Sea Town Council**

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: 5/11/2024.

Signed for and on behalf of the Commissioner

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

CONTACT POINTS

| | |
|---|--|
| Bexhill on Sea Town Council | |
| Name: | [REDACTED] |
| Office address: | 35 Western Road, Bexhill-on-Sea TN40 1DU |
| Tel No: | 07769 254 176 |
| E-mail Address: | Town.clerk@bexhillonseas.gov.uk <i>tan council</i> |
| | |
| Sussex Police and Crime Commissioner | |
| Name: | [REDACTED] |
| Office Address: | OSPCC, Sackville House, Brooks Close, Lewes, BN7 2FZ |
| Tel No: | [REDACTED] |
| E-mail Address: | [REDACTED] |

