



Sinead Burrows  
Saltash Town Council  
The Guildhall  
Lower Fore Street  
Saltash  
PL12 6JX

Date: 11 April 2024

Dear Mrs Burrows

Fore Street Public Realm Project ("**Project**")

1. This letter sets out the formal terms and conditions that apply to the provision by Cornwall Council ("**Council**") to the Provider of funding from the Town Delivery Fund ("**Grant**") in connection with the implementation of the Project within the locality of the Provider.
2. Subject to the terms and conditions set out in this letter, Council agrees to make available to the Provider, funding up to a maximum amount of £30,000 (thirty thousand pounds) of Grant funding ("**Maximum Commitment**"), strictly for the purpose set out in schedule 1 of this letter ("**Purpose**").
3. The Provider shall:
  - 3.1 procure and provide services to the standard of due care, skill and ability which may be expected of a professional person experienced in carrying out such works and services ("**Activities**") as specified in schedule 1 and procuring individual's ("**Activities Contractor**") for their skill and initiative to deliver the Activities and meet the targets ("**Targets**") as listed in schedule 3;
  - 3.2 subject to clause 3.1, the procurement of all Activities and Activities Contractors in connection with the Purpose is carried out with the objective of offering value for money, in compliance with all relevant laws (including EU Procurement Directives, if applicable); and



- 3.3 the Provider will promptly give to Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Activities.
4. The Provider agrees:
  - 4.1 to meet the Targets;
  - 4.2 that if any Targets are not met then the Provider will rectify the failure and meet the Targets within 30 days of the failure first being brought to the Provider's attention by Council in writing;
  - 4.3 that if the failure continues and it has not been rectified and the Targets have not been met then the Provider warrants and represents to reimburse the Maximum Commitment either wholly or the amount paid to the Provider by Council subject to clauses 9 and 10; and
  - 4.4 subject to clause 4.3, Council may terminate this Agreement with the Provider if they so choose.
5. The Provider shall:
  - 5.1 permit Council at all reasonable times and upon such notice as is reasonable in all circumstances to conduct onsite visits:
    - 5.1.1 whilst the Activities are being delivered; and/or
    - 5.1.2 upon being informed by the Provider that the Activities have been completed,
      - to inspect and review the Activities and progress made and are permitted to speak to the Activities Contractors;
  - 5.2 co-operate fully and provide all information and assistance as reasonably required by Council for the purpose of review and evaluation of the Activities,





such reviews to be at Council's discretion and may take place at any time at reasonable notice to the Provider; and

- 5.3 Invite the representative of the Council and/or Portfolio Holder for the Economy to any promotional events and/or press opportunities with the view to provide a comment if applicable.
6. The Provider shall be responsible for obtaining all consents required to conduct the Activities (including, without limitation, all required planning permissions, landlord consents and/or banking/financial consents).
7. The Provider acknowledges and agrees that the availability of any funding from Council, in accordance with the terms of this letter, is strictly subject to, and conditional upon, the Provider obtaining all required consents in accordance with paragraph 6 above and deliver Activities against agreed Targets
8. Upon commencement of the Activities, the Provider shall, within 14 days of the end of each calendar month, deliver to Council:
  - 8.1 a monthly report with a description of the progress of all activities relating to the Purposes in the previous month; and
  - 8.2 a financial statement with details of costs incurred to date and projected costs to completion of the Purposes.
9. The Provider agrees that once this agreement is signed the Council shall release the funds within a reasonable time in accordance with the payment schedule as outlined in schedule 2.
10. Subject to clause 9, the Provider shall only claim for
  - 10.1 are Eligible Costs;
  - 10.2 relate to the Purpose;
  - 10.3 not incurred after 31<sup>st</sup> March 2025 ("Termination Date");



10.4 do not exceed the Maximum Commitment; and

Subject to clause 10.3, Council shall have no obligation to pay for Eligible Costs incurred after the Termination Date.

11. To the extent that the Eligible Costs and expenses of the Provider relating to the Purpose exceed the Maximum Commitment, the Provider shall be responsible for meeting the cost of such excesses.
12. The Provider acknowledges and agrees that the VAT element (if applicable) of any invoice from the Activities Contractor or other contractor employed in respect of the Activities and/or the Purpose shall be payable by the Provider and not the Council.
13. The Provider shall insure (or ensure that the Activities Contractor shall insure) the Activities and any unfixed goods and materials delivered to its premises which are intended for incorporation into the Activities and work with a reputable insurer, such insurance to:
  - 13.1 provide for non-vitiation protection in respect of any claim made by the Provider, and which shall note within the policy schedule the interest of Council;
  - 13.2 (where the policy of insurance is effected by a Activities Contractor) contain a clause waiving the insurer's subrogation rights against the Provider and/or Council and their employees and agents; and
  - 13.3 be on an all risks insurance basis to the full reinstatement value of the Activities and works,

and, for the avoidance of doubt, responsibility for notifying and/or progressing claims against the policy detailed above and the payment of any policy deductibles shall be the responsibility of the Provider or Activities Contractor, as appropriate.
14. The Provider shall maintain (or shall ensure that the Activities Contractor shall maintain) insurance cover until completion of the Activities in respect of injury to persons or property with a minimum amount of indemnity that is adequate to support its liabilities (or potential liabilities) under this letter.





15. The Provider shall keep Council indemnified in full against all reasonable and properly incurred costs and expenses, damages and losses (except indirect losses), including any interest, fines, legal and other professional fees and expenses awarded against or incurred by Council as a result of or in connection with any claim made against Council by a third party for death, personal injury or damage to property, to the extent that the claim is attributable to the acts or omissions of the Provider, its employees, agents or subcontractors including, without limitation, the Activities Contractor, except to the extent that such claims, liabilities, damages, demands or expenses arise out of any negligence, act or the default or omission of Council.
16. The Provider hereby warrants and represents to Council as at the date of this letter that:
  - 17.1 no action suit proceeding litigation or dispute against it is presently taking place or pending or to its knowledge threatened which is likely to have a material adverse effect on its ability to perform its obligations under this letter; and
  - 17.2 there has been no adverse change in its financial position since the date of its latest accounts which is likely to have a material adverse effect on its ability to perform its obligations under this letter;
17. The liability of Council under or in connection with this letter shall not exceed the Maximum Commitment.
18. Subject to paragraphs 19, 20 and 21 of this letter, neither the Provider nor Council shall disclose to any third party, or otherwise make any announcement as to, the identity of the parties to this letter, the existence of this letter or of the nature or extent of any actions, progress or negotiations between them with regard to matters herein provided or contemplated (together, "**Confidential Information**") without the prior consent in writing of the other, save that Confidential Information may be disclosed to the extent that:
  - 18.1 either party shall be obliged make such a disclosure by law or by any competent authority;



- 18.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure;
  - 18.3 such information was obtained from a third party without obligation of confidentiality;
  - 18.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this letter; or
  - 18.5 such information independently developed without access to the other party's Confidential Information,
- provided that, to the extent it is legally permitted to do so, a party that is obliged to disclose Confidential Information gives as much notice of such disclosure as possible to the other party and, where notice of disclosure is given in accordance with this paragraph 18, such disclosing party takes into account the reasonable requests of the other party in relation to the content of such disclosure.
19. Notwithstanding the provisions of paragraph 18, Confidential Information may be disclosed:
    - 19.1 by Council, to any members of affiliated with the Council; and
    - 19.2 by either party to their professional advisers or consultants engaged to advise them in connection with the Project,(each a "**Permitted Disclosee**"), provided that the provisions of paragraph 19 are complied with.
  20. Each of the Provider and Council shall:
    - 20.1 inform their respective Permitted Disclosees of the confidential nature of the Confidential Information before disclosure; and
    - 20.2 procure that their respective Permitted Disclosees shall, in relation to any Confidential Information disclosed to them, keep such Confidential Information confidential.





21. The Provider acknowledges that Council:
  - 21.1 is subject to the requirements of the FOIA, and accordingly the Provider shall co-operate with Council as reasonably requested to enable Council to comply with its information disclosure obligations under the FOIA; and
  - 21.2 may be obliged under the FOIA to disclose Confidential Information without consulting or obtaining the consent of the Provider.
22. Council shall be responsible for determining in its absolute discretion, and notwithstanding any other provision of this letter, whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA.
23. For the purposes of paragraphs 20 and 21, "FOIA" means the Freedom of Information Act 2000 including all regulations made under it and the Environmental Regulations 2004 and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs or the Department for Environment, Food and Rural Affairs (including in each case its successors and assigns) in relation to such legislation.
24. The obligations in paragraphs 18 to 23 shall continue without limit in time and notwithstanding the termination of this letter for any reason.
25. The Council has assessed that this Project does not form part of the requirements outlined in Subsidy Control Act 2022 ("Subsidy Control Rules")
26. Each party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this letter.
27. This letter constitutes the entire agreement between the parties in connection with the matters dealt with therein and (save in respect of fraudulent misrepresentation) supersedes and extinguishes all previous agreements between the parties (whether orally or in writing) in connection with the matters dealt with therein.



28. Each provision of this letter is severable and distinct from the others. If any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this letter but (except to that extent or in those circumstances in the case of that provision) the validity, legality and enforceability of that and all other provisions of this letter shall not be affected or impaired and shall remain valid and enforceable.
29. If any provision of this letter is found to be illegal, invalid or unenforceable in accordance with clause 28 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
30. This letter may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.
31. We should be grateful if you would acknowledge your acceptance of the terms of this letter by signing and returning the enclosed copy of this letter, as provided below.
32. This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales, and each of the Provider and Council hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Yours sincerely

**For and on behalf of Cornwall Council**

Glenn Caplin-Grey  
Head of Economy and Skills





Schedule 1

We hereby acknowledge receipt of, and accept the terms of, this letter.

Signed by: 

as an authorised signatory, for and on behalf of Saltash Town Council



### Schedule 1

The TDF grant will be used for the following as per the Studio Hive final report (produced with previous Town Vitality Funding):

1. Combination of Planting in Planters and trees in planters to increase greenery along Fore Street.
- 2." Living Pillars i.e., Introducing vertical planting in Fore Street
3. Wayfinding Signage i.e., introducing clearer signage to assist with pedestrian navigation. These will be branded and will have a heritage, and Cornish language focus.

The work is also anticipated to involve installation, groundworks and/or drainage/irrigation works.

More detail on the specific nature of the public realm improvements and interventions will be undertaken will be supplied by Saltash Town Council in due course.

Grant payments are outlined in schedule 2. After the initial payment, further payments will be contingent on provision of further information to Cornwall Council (as set out in Schedule 3).



**Schedule 2**

Schedule 2

Tranche	Amount
Within a reasonable timeframe upon signing of this agreement	£7,500
Further payment in accordance with Schedule 3	£7,500
Final payment within a reasonable timeframe of provision of evidence of targets reached per schedule 3 (including targets agreed at a later date)	£15,000
<b>Total</b>	<b>£30,000</b>



### Schedule 3

Schedule 3

1. Provision of more detailed plans for intended public realm improvements to Fore Street, discussed with and approved by Cornwall Council's Highways Team. Further payments per schedule 2 will become available once more detailed plans have been agreed by Cornwall Council. The second payment of £7,500 will be paid within a reasonable timeframe of provision and agreement of the detailed plans and endorsement from the Highways Team.
2. Further targets will be agreed between Cornwall Council and the Town Council once the more detailed plans become available.

000,000

Total





Saltash Town Council  
The Guildhall  
Lower Fore Street  
Saltash  
PL12 6JX

Your ref:  
My ref: 071563  
Date: 22/05/2024

Sent by email: [Sinead.burrows@saltash.gov.uk](mailto:Sinead.burrows@saltash.gov.uk)

Dear Mrs Burrows

**Grant Funding from the Town Accelerator Fund for Furthering of the aspiration to hold a regular market in Saltash**

This letter sets out the terms of the grant offer which The Cornwall Council (the 'Council') is prepared to make to Saltash Town Council (the 'Recipient') for the purposes of furthering their aspiration to establish a regular market in Saltash as set out in more detail in Appendix 1 (the 'Project') from the Town Accelerator Fund.

The Recipient has previously received Eighty-Four thousand pounds (£84,000) of Grant for the Project pursuant to an earlier agreement dated 01/03/2022 from the Town Vitality Fund (TVF). Recipients who have received previous funding from the TVF are eligible to apply for an additional twenty five percent (25%) of their original TVF grant funding for the purposes of further supporting the Project by way of Town Accelerator Funding.

The Council is therefore prepared to offer the Recipient a grant in the sum of twenty-one thousand pounds (£21,000) (the 'Grant') to support the Project. Payment of the Grant is conditional upon the Recipient accepting the Council's terms and conditions for grant which are set out in this letter.

**Terms and Conditions of Grant**

1. The commencement date shall be the date on which a signed and dated copy of this letter is received by the Council (the 'Commencement Date'). The spend of all Grant is to be completed by 31 March 2025.



2. The maximum amount of Grant to be paid by the Council to the Recipient is twenty-one thousand pounds (£21,000). The Grant will be paid in accordance with Appendix 2.
3. The Grant is being paid to support the outcomes and objectives set out in Appendix 1 (the 'Grant Outcomes'). The Recipient will provide at its own cost all information reasonably required by the Council to allow the Council to determine whether the Grant Outcomes are being or have been successfully achieved.
4. The amount of Grant shall not be increased in the event of any overspend by the Recipient in the delivery of the Project.
5. The Recipient agrees to:
  - a) use the Grant exclusively for the delivery of the Grant Outcomes and eligible expenditure as set out in Appendix 1;
  - b) monitor the progress of the Grant Outcomes and complete any reports required by the Council;
  - c) comply with all relevant national laws (including in relation to health and safety) in its use of Grant for the delivery of the Project;
  - d) act in a fair and open manner without distinction as to race, religion, gender, sexual orientation, age or disability, and in compliance with relevant legislation;
  - e) put in place and keep in place systems to prevent fraud/misappropriation of the Grant monies;
  - f) notify the Council if the Recipient is unable to meet its responsibilities under these terms and conditions for any reason;
  - g) ensure it has expressly obtained any permission/consent required from its landlord or landowner whether under a lease or otherwise (if applicable);
  - h) obtained all relevant licences and planning consents as required;
  - i) notify the Council if any harm comes to any of the Project elements.
6. The Recipient shall make itself available for meetings as reasonably required by the Council and allow the Council and its agents and auditors full and free access to any records and accounts relating to the Grant.





7. The Recipient agrees to send the Council any further information that it may ask for about the Grant Outcomes or its organisation and activities and such other information as the Council may reasonably require from time to time. The Council may use this information to monitor the Grant Outcomes.
8. The Recipient warrants and represents that it has the full authority, power and capacity to enter into these terms and conditions.
9. The Recipient shall not make any material changes to the Project without the Council's prior written agreement and any variation to these terms and conditions shall be binding only if recorded in a document signed by or on behalf of the parties hereto.
10. The Council and the Recipient agree that all intellectual property rights (including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights) whatsoever owned by either the Council or the Recipient before the Commencement Date shall remain the property of that party.
11. Where the Council 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 or expiry of these terms and conditions, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights as requested by the Council.
12. Any new or future intellectual property rights arising from or as a result of the Project shall be owned by the producing party and where the Recipient is the producing party, an irrevocable non-exclusive licence to make use of such intellectual property rights is granted to the Council at the time of production.





13. The Recipient shall not publish any material referring to the Project without the prior written agreement of the Council.
14. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
15. The Council and the Recipient shall comply with their respective obligations under all data protection laws including the Data Protection Act 2018 and the UK General Data Protection Regulation and any applicable national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK.
16. The Recipient acknowledges the Council's duties under the Freedom of Information Act 2000 (FOIA) and shall give all reasonable assistance to the Council where appropriate or necessary to enable the Council to comply with such duties.
17. The Council may withhold or demand repayment of the Grant in whole or in part at its absolute discretion if the Recipient:
  - a. fails to comply with the terms and conditions set out herein;
  - b. fails to obtain landlord or landowner consent (if applicable);
  - c. obtains duplicate funding from a third party to deliver the Grant Outcomes;
  - d. gives significantly misleading or inaccurate information, whether deliberate or accidental;
  - e. withholds information that the Council has reasonably requested that could affect the Council's decision to continue or withdraw all or part of the Grant;
  - f. is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
  - g. becomes legally ineligible to hold the Grant;
  - h. ceases to operate for any reason;



- i. or any person who performs or has performed services for or on the Recipients behalf does not comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
18. In the event of termination or expiry of these terms and conditions, the Council shall cease to be under any obligation to the Recipient and all payments of the Grant shall cease immediately.
19. The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise.
20. If any court or person with requisite standing alleges that all or any part of the Grant provided by the Council under these terms and conditions breaches the UK Subsidy Control Rules, the Parties shall work together to address and mitigate the allegations made and if required establish such alternative means of funding as is lawful.
21. If the court or person with requisite standing requires all or any part of the Grant provided by the Council under these terms and conditions to be recovered by reason of a breach of the UK Subsidy Control Rules and no lawful alternative means of funding can be established, then the Council may clawback any payment already made to the Recipient to the extent that such payment is unlawful and required at law to be repaid.
22. Not used
23. The Council 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 monies or from withdrawal of the Grant pursuant to condition 18 above. The Recipient shall indemnify and hold harmless the Council, 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 set out herein or its obligations to third parties.





24. Neither Party excludes or limits liability to the other for:
  - a) death or personal injury caused by its negligence;
  - b) fraud or fraudulent misrepresentation;
  - c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - d) any other matter which, by law, may not be excluded or limited.
  
25. In the event of a dispute between the Council and the Recipient arising in connection with these terms and conditions the Council and the Recipient shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Council and the Recipient fail to resolve such dispute it shall be referred to the Head of Service of the Council and Town Clerk of the Recipient. This shall not limit the parties' right to commence proceedings in any court of competent jurisdiction in England and Wales.
  
26. The Council and the Recipient acknowledge that these terms and conditions and any appendices thereto contain the whole agreement between the parties and supersedes any previous agreement between the parties whether written or oral.
  
27. The letter of grant shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the letter of grant. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
  
28. This letter of grant may be terminated by the Council on the giving of one (1) month's written notice to the Recipient or on immediate notice if the Recipient is in breach of any of the terms and conditions.





29. Any notice or other communication required to be given under this letter of grant, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by electronic mail to the relevant party required to receive the notice or communication to the addresses stated at the top of this letter of grant or as otherwise specified by the relevant party by notice in writing to the other party.
30. These terms and conditions are subject to English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the terms set out herein.
31. Each Party agrees to sign this letter of grant by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this letter of grant as if signed by each Party's manuscript signature.

Please sign and return a copy of this letter to acknowledge your agreement to the terms set out above.

Yours sincerely

Authorised Signatory for and on behalf of **The Cornwall Council**

Print Name: Emily Kent

I am duly authorised on behalf of Saltash Town Council to accept the Grant on the terms and conditions set out in this letter.



Signature

Print Name: SINEAD BURROWSPosition Held: TOWN CLERK / Rfo

CONFIDENTIALITY NOTICE: This letter and any attachments are intended for the addressee/s only and contain information that may be confidential, subject to legal professional privilege or otherwise protected in law. Please note that if you are not the intended recipient of this letter, you must not copy, distribute or take any action based on its contents. If you have received this letter in error please notify us by telephone on 01872 322950 and return the letter to us by post as a matter of urgency. We will reimburse your postage costs.

### APPENDIX 1 – The Project

The project has been broken down into the following steps:

- 1) **Preparation of a visual document to present to businesses on Fore Street.** The document will look at other towns where markets have been successfully held, and a survey will be prepared, and businesses invited to respond.
- 2) **Consultation with businesses on Fore Street in Saltash and nearby resident.**
- 3) **A trial will be costed.**
- 4) **A trial will be delivered.** Coordinated by a small project team in close liaison with Saltash Town Council and Saltash Town Team.
- 5) **Further Markets will be held with any residual funding.**

### The Grant Outcomes

- 1) **Provision to Cornwall Council of any relevant documents relating to the project.**
- 2) **Provision of evidence of consultation with businesses and residents of Fore Street.**
- 3) **Evidence of delivery of the trial markets and Cornwall Council to be notified of the dates of these.**
- 4) **Provision of evidence of expenditure and updates if requested by Cornwall Council.**

**APPENDIX 2 – Payment Schedule**

<b>Timescale</b>	<b>Amount</b>
Within a reasonable timeframe of signing the Grant Offer letter	£10,500
Within a reasonable timeframe of delivery of all Grant outcomes	£10,500
<b>Total</b>	<b>£21,000</b>