

Date

STRATFORD-ON-AVON DISTRICT COUNCIL

and

ILMINGTON PARISH COUNCIL

DEED OF AGREEMENT

**Deed of Agreement for grant funding under the Stratford-on-Avon District
Council's Community Climate and Nature Recovery Fund Round 3 (002
Bringing our Pond Back to Life – Ilmington)**

Stratford-on-Avon District Council

Elizabeth House
Church Street
Stratford-upon-Avon
Warwickshire
CV37 6HX
(Ref 025203)

THIS DEED is made the

BETWEEN:

1. **STRATFORD-ON-AVON DISTRICT COUNCIL** of Elizabeth House, Church Street, Stratford upon Avon, Warwickshire CV37 6HX ("we or us"), and
2. **ILMINGTON PARISH COUNCIL** c/o Ilmington Community Shop, Grump Street, Ilmington, Shipston CV36 4LE ("you").

BACKGROUND

We have allocated £100,000 to be awarded as grant funding through the Community Climate and Nature Fund (CCNF). The primary objective of the fund is to provide Town and Parish Councils, community and charity groups and local sports clubs with the funding needed to deliver sustainable measures in their area. This Agreement sets out the terms and conditions on which the Grant is made by us to you to ensure the Grant is properly used for the purpose for which it was awarded.

AGREED TERMS

1. DEFINITIONS

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

Agreement: this grant agreement between you and us, incorporating all schedules to it.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Confidential Information: means any information we both have about our own businesses and operations which is clearly confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential including technical or commercial information disclosed to each other, Personal Data, Intellectual Property Rights, Know-How, any information developed by either of us in carrying out this Agreement and the terms of this Agreement.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment: an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018 Fund Officer: the individual who has been nominated to represent us for the purposes of this Agreement.

Governing Body: your governing body including your directors or trustees.

Grant: the sum of £3,900 to be paid to you in accordance with this Agreement.

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.

Joint Controllers: takes the meaning given in Article 26 of the UK GDPR

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act:

- a. to offer (directly or indirectly), promise or give any person working for or engaged by us a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- b. to request (directly or indirectly), agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement or any other contract with us;
- c. to commit any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud us;

Project: the project described in the Project Application.

Project Application: the project application set out in Schedule 1.

Protective Measures: appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

Responsible Person: the person named by you responsible for delivery of the Project and liaison with us on your behalf.

Standard Clauses: those clauses which apply to this Agreement and are set out in Schedule 3.

UK GDPR: the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. PURPOSE OF GRANT

- 2.1. We offer to pay you the Grant funding for the Project set out in this Agreement on condition that you comply fully with the terms of this Agreement. The Project's outputs, outcomes and activities are set out in the Project Application.
- 2.2. You acknowledge that we agree to provide the Grant only for the amount, period and purposes set out in this Agreement.
- 2.3. You shall not make any significant change to the Project without our prior written agreement.
- 2.4. If you intend to apply to another body for other funding for the Project, you will notify us in advance and where such funding is obtained, you will provide us with details of the amount and purpose of that funding. You agree and accept that you shall not apply for or accept duplicate funding in respect of any part of the Project or any related administration costs that we are funding under this Agreement.

3. DURATION

- 3.1 This Agreement shall apply from the date this Agreement is signed by both parties until 1 April 2026 ("the Grant Period"). All Grant monies must be spent by 1 April 2026.
- 3.2 If you give us two months' notice that not all Grant monies will be spent by 1 April 2026, at our discretion we may agree an extension of the Grant Period in which to spend remaining grant and vary outputs and outcomes accordingly.

- 3.3 The following provisions shall survive the termination of this Agreement; our rights to require repayment of the Grant in clause 7, your obligations in relation to accounts and records, and monitoring and reporting in clauses 8 and 9, acknowledgement and publicity in clause 10, Intellectual Property Rights and confidentiality in clauses 11 and 12 and both parties' obligations under dispute resolution in clause 17.

4. PAYMENT OF GRANT

We shall pay the Grant to you within 30 days of the date of this Agreement.

- 4.1 We will only make Grant payments if we are satisfied that the payments will be used for proper expenditure to deliver the Project.
- 4.2 The amount of the Grant shall not be increased if you overspend in delivering the Project.
- 4.3 You shall promptly repay to us any money incorrectly paid to you. Examples of incorrect payments include where an incorrect sum of money has been paid or where a payment has been made to you before you have complied with all the conditions for receiving the Grant.
- 4.4 Where we choose to exercise our right to repayment (Clause 7), you shall make those repayments promptly.
- 4.5 We will only make Grant payments if you have provided us with a Minimal Financial Assistance Notification confirming that your receipt of the Grant under this Agreement is within the Minimal Financial Assistance Threshold and you confirm:
- a. that it will not breach the Minimal Finance Assistance Threshold by the receipt of the Grant;
 - b. that it shall retain a written record of the amount of all MFA received by it (and any companies within its company group), including the date(s) the MFA was received;
 - c. it shall retain the written records required under clause 4.5 b. for at least three years beginning with the date on which the MFA was given.

5. USE OF GRANT

- 5.1 You shall use the Grant to deliver the Project in accordance with the approved Project Application as set out in Schedule 1 and this Agreement.
- 5.2 Where you have obtained funding from another body (which is not duplicate funding) for delivery of the Project (including funding for associated administration and staffing costs), the amount of such funding shall be included in Schedule 1 together with a clear description of what that funding is for.
- 5.3 You shall not use the Grant to:
- a. make any payment to members of your Governing Body;
 - b. purchase buildings or land; or
 - c. pay for any expenditure incurred before this Agreement started,
- without obtaining our agreement in writing first.
- 5.4 You shall not spend any part of the Grant for any purpose after the end of the Grant Period unless specifically agreed with us.
- 5.5 If any part of the Grant remains unspent at the end of the Grant Period, you shall ensure that any unspent money is promptly returned to us unless advance notice is given of the underspend and we agree a plan with you as to how and when it will be spent.

- 5.6 Any liabilities at the end of the Project including any redundancy liabilities for staff employed by you to deliver the Project must be managed and paid for by you using the Grant (if specifically agreed with us) or your other resources. There will be no additional funding available from us for this purpose.

6. YOUR OBLIGATIONS

6.1 You agree and confirm that:

- a. you have all necessary resources, approvals, powers and expertise to deliver the Project using the Grant;
- b. you shall complete the Project in accordance with the Project Application, including any key delivery dates you included in that application;
- c. you have not committed, nor shall you commit, any Prohibited Act;
- d. you shall always comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify us immediately of any significant non-compliance with any legislation, codes or recommendations;
- e. you shall make best endeavours to complete the project and achieve the outputs and outcomes in the Application at Schedule 1;
- f. you shall comply with the Policies and Statutory Obligations set out in Schedule 2;
- g. you 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 (including volunteers and contractors);
- h. you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- i. you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction as part of your counter fraud policy including mitigation, identification, reporting and escalation;
- j. where you have good grounds to suspect fraud or any other misuse of the Grant paid, you must notify us immediately, explain the steps that are being taken to investigate and keep us informed of the progress and outcome of the investigation;
- k. you shall obtain value for money when using the Grant and will act in a fair, transparent and non-discriminatory manner when buying goods and services;
- l. all financial and other information about you which you have disclosed to us is to the best of your knowledge and belief, true and accurate;
- m. you are not subject to any contractual or other restriction imposed by your own or any other organisation's rules, regulations or requirements which may prevent or substantially hinder you from meeting your obligations under this Agreement;
- n. you will carry out a formal tender process for all contracts above £75,000;
- o. for any spend above £2,500 but below £75,000, three quotes must be secured to demonstrate best value;
- p. you are not aware of anything in your own affairs, which you have not disclosed to us or any of our advisers and which might reasonably have influenced our decision to make the Grant on the terms contained in this Agreement; and
- q. since the date of your last filed accounts there has been no material change in your financial position or prospects.

7. OUR RIGHTS TO WITHHOLD, SUSPEND AND REQUIRE REPAYMENT OF GRANT

- 7.1 Our intention is that the Grant will be paid to you in full. However, without prejudice to our other rights and remedies, we may at our discretion withhold or suspend payment

of the Grant and/or require repayment (otherwise known as claw back) of all or part of the Grant if:

- a. you use the Grant for purposes for which it was not awarded;
- b. the delivery of the Project does not start within 3 months of the signing of this Agreement or in accordance with the timetable in the Project Application and you have failed to provide us with a reasonable explanation for the delay;
- c. we consider you have not made satisfactory progress with the delivery of the Project;
- d. you are not delivering the Project to a reasonable standard or in a negligent manner and this includes but is not limited to failing to prevent or report fraud or corruption;
- e. you obtain duplicate funding for the Project from another body;
- f. you do anything that is likely to bring the reputation of the Project or us into disrepute, including obtaining additional funding from unsuitable bodies;
- g. any member of your governing body, or employee or volunteer has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in our reasonable opinion, bring or are likely to bring us or our reputation into disrepute;
- h. you have provided or do provide us with misleading, inaccurate, or incomplete information or fail to provide information and/or documentation within timescales reasonably requested by us;
- i. you commit or have committed a Prohibited Act;
- j. you cease to operate for any reason, or you take steps to be wound up or dissolved (unless as part of a solvent corporate reconstruction or amalgamation);
- k. you become insolvent or do anything connected with your potential or actual insolvency;
- l. the Grant is found to be a subsidy given in breach of the Subsidy Control Act 2022;
- m. you do not comply with any of the terms and conditions of this Agreement and still do not comply within 30 days of receiving a request from us to comply; or
- n. you have failed to comply with any procurement requirements;
- o. you suspend or cease, carrying on all or a substantial part of the Project; or
- p. you are the subject of any actual or prospective investigation, inquiry or enforcement proceedings by any government, administrative or regulatory body regarding any offence or alleged offence of or in connection with a breach of their legal and/or statutory obligations, which in our reasonable opinion, will undermine your ability to comply with the terms of this Agreement.

- 7.2 For the purpose of clause 7.1, any Grant required to be repaid in accordance with this clause 7 will bear interest at such rate as required under or by virtue of the Subsidy Control Act 2022 and/or any applicable judgement, court order, statute, statutory instrument, regulation, or decision (insofar as legally binding).
- 7.3 We may retain or set off any money owed to us by you against any payments due under this Agreement or any other agreement we have with you.
- 7.4 You shall make any payments due to us in full without making any deduction to which you think you may be entitled.

8. ACCOUNTS AND RECORDS

- 8.1 The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds.
- 8.2 You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you.
- 8.3 You shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years from the end of the Grant Period.
- 8.4 We shall have the right to view, at our reasonable request, all your accounts and records relating to expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.5 You shall provide us with a copy of your annual accounts within three months of the end of the relevant financial year in which the Grant is paid.
- 8.6 You shall comply, and facilitate our compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns that apply to yourself and us.

9. MONITORING AND REPORTING

- 9.1 You shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that you are complying with the terms of this Agreement.
- 9.2 The Responsible Person must inform the Fund Officer immediately if there is anything that could affect the delivery of the Project.
- 9.3 You shall provide us with a report on your use of the Grant and delivery of the Project every three months from the start of the Grant Period. You shall provide us with each report within one month of the last day of the three-month period to which it relates. The report shall be in the form we provide to you.
- 9.4 Together with your first three-month financial report, you shall also provide us with a risk register (in the form to be specified by us). You shall, amongst other matters, address the health and safety of your employees, volunteers and contractors in the risk register.
- 9.5 You shall permit any person authorised by us to have reasonable access to your employees, volunteers, contractors, premises, facilities and records, to discuss, monitor and evaluate your delivery of the Project. Visits to enable this access shall take place once every three months unless we consider more frequent visits are necessary.
- 9.6 You shall on request provide us with any further information, explanations and documents we require for you to establish that the Grant has been used properly in accordance with this Agreement.
- 9.7 You shall provide us with a final report on completion of the Grant Period, which shall confirm whether the Project has been successfully and properly completed, setting out all expenditure and outcomes achieved (and outcomes not achieved and the reasons why), evidencing compliance with procurement requirements, the impact of the Project and any lessons learned. We will specify the form of the final report.

10. ACKNOWLEDGMENT AND PUBLICITY

- 10.1 You agree that you shall:

- a. acknowledge the Grant in your annual report and accounts, including an acknowledgement of us and the Community Climate Change Fund as the source of the Grant;
- b. obtain our approval in writing to any materials referring to the Project before they are made public;
- c. acknowledge our support in any materials that refer to the Project and in any written or spoken public presentations about the Project; and
- d. use the branding guidelines issued by us whenever you use our name and/or logo.

10.2 We may acknowledge your involvement in the Project at any time.

10.3 You shall comply with all our reasonable requests to facilitate visits, provide reports, statistics, photographs and case studies to assist us in promotional and fundraising activities relating to the Project and to participate in or co-operate with these activities.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Both of us agree that all rights in information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights owned by us or you before the start of the Grant Period shall remain the property of the original owner; and any new rights created during the Grant Period shall belong to whoever created them.

11.2 Where we have provided you with any of our Intellectual Property Rights for use in connection with the Project (including our name and logo), you shall, on termination of this Agreement, stop using these Intellectual Property Rights immediately and shall either return or destroy them as we request.

12. CONFIDENTIALITY

12.1 Both of us shall keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to each other as part of this Agreement. Neither party shall disclose any of this information to any person unless disclosing that information is necessary for carrying out this Agreement or the other party has expressly authorised the disclosure in writing.

12.2 The obligation of confidentiality contained in this clause shall not apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- a. is already available to the public when the information is disclosed;
- b. is already known to the receiving party but not through any previous breach of confidence; or
- c. is received from a third party which is not itself breaching any obligation of confidentiality.

13. LIMITATION OF LIABILITY

13.1 We accept no liability for any consequences, whether direct or indirect, that may arise from you delivering the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify us, our employees, agents, officers or contractors for all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Project, the non-fulfilment of your obligations under this Agreement or your obligations to third parties.

13.2 Our liability under this Agreement is limited to the payment of the Grant and only where we have sufficient funding to make payment.

14. CHANGES TO THIS AGREEMENT

- 14.1 We reserve the right to reasonably vary the terms of this Grant Agreement, including the scope of the Project, the grant amount, or other conditions, at our discretion.
- 14.2 You may propose variations to us in writing, providing clear justification and outlining the impact on the funded activities. Please allow enough time for us to consider your proposal before you wish to implement it. We will review the proposal and provide a written decision within two weeks of receiving it.
- 14.3 Variations shall take effect only when they have been agreed in writing by you and us.
- 14.4 No variation will fundamentally alter the overall nature or purpose of the Project.
- 14.5 Variations that would result in a significant increase in the grant amount may require us to go through additional approval processes.
- 14.6 You shall not impose variations that place unreasonable burdens on us or jeopardise the successful completion of the Project.

15. INSURANCE

- 15.1 You shall have (and with a reputable insurance company) a policy or policies covering all risks which may be incurred by you, arising out of your performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 15.2 The minimum requirements are:
 - a. public liability insurance with a limit of indemnity of not less than 5 million pounds (£5,000,000) 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.
- 15.3 You shall (on request) give us a copy of these insurance policies and evidence that the premiums have been paid.

16. SUSPENSION AND TERMINATION

- 16.1 Both of us may notify the other of any event or thing, which was not caused by and is not within the control of either of us, which prevents, delays or is likely to prevent or delay the performance of the obligations under this Agreement. In this situation, both of us may agree to suspend the performance of obligations under this Agreement temporarily for a period of up to one (1) calendar month.
- 16.2 Either you or we may terminate this Agreement at any time by giving at least one (1) month's written notice to the other.
- 16.3 We may by notice in writing to you terminate this Agreement with immediate effect if any of the following events occur:
 - a. you intend to use, have used in the past, or are using the Grant for purposes other than those for which the Grant has been awarded;
 - b. you are, in our reasonable opinion, delivering the Project in a negligent manner and this includes but is not limited to failing to prevent or report fraud or corruption;
 - c. you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement;
 - d. you obtain duplicate funding from a third party for the Project;

- e. delivery of the Project could be seriously affected because you failed to provide the correct information, or any information at all, of a relevant matter;
 - f. you (including an employee, contractor or volunteer) commit or have committed a Prohibited Act or you fail to report a Prohibited Act to us, whether committed by you or a third party, as soon as you become aware of it;
 - g. we consider (acting reasonably) that any of your directors, employees, contractors or volunteers have (including omissions as well as positive actions):
 - (i) acted dishonestly or negligently at any time during the term of this Agreement and to our detriment; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring us, our name or reputation into disrepute;
 - h. the Grant is found to be a subsidy given in breach of the Subsidy Control Act 2022;
 - i. you commit a material breach of this Agreement;
 - j. you fail to comply with any of the Terms and Conditions set out in this Agreement and fail to rectify such breach within thirty (30) days of receiving written notice from us detailing the failure;
 - k. the delivery of the Project does not start within 3 months of the start of this Agreement and you have failed to provide us with a reasonable explanation for the delay;
 - l. you cease to operate for any reason or you take steps to be wound up or dissolved (unless as part of a solvent corporate reconstruction or amalgamation); and
 - m. you become insolvent or do anything connected with your potential or actual insolvency;
- 16.4 Notwithstanding the provisions of clause 7, we may clawback any grant paid if this Agreement is terminated in accordance with clause 16.3.

17. DISPUTE RESOLUTION

- 17.1 In the event of any complaint or dispute (which does not relate to our right to withhold funds or terminate) arising between you and us in relation to this Agreement the matter should first be referred for resolution to the Fund Officer or any other individual nominated by us from time to time.
- 17.2 If the complaint or dispute remains unresolved within 14 days of first being referred to the Fund Officer or other nominated individual, either party may refer the matter to our relevant Head of Service and your Chief Executive for them to attempt to resolve the dispute by agreement within 28 days, or such other period as we both agree.
- 17.3 In the absence of agreement under Clause 17.2, we may both seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as we both agree). Unless otherwise agreed, we shall both bear the costs and expenses of the mediation equally.

SCHEDULE 1

THE PROJECT APPLICATION

Stratford-on-Avon District Council

Community Climate Change and Nature Recovery Fund Application Form

For further guidance on completing this form, please refer to the Community Climate and Nature Fund Guidance Document and the Delegate Pack that is relevant to your project. These resources can be found on the SDC website - [Stratford-on-Avon Community Climate Change Fund | Stratford-on-Avon District Council](#)



There are three types of questions included in this form. These are:

- Information only. These questions are not scored and are to gather information necessary to process your application. These questions are marked with an "IO".
- Scored questions. These questions are scored and will be used to assess the quality of your application. These questions are marked with an "**".
- Pass/Fail questions. These relate to all questions within Section 3.

All questions must be completed for your application to be considered.

Complete the application form - See below

Application deadline: no deadline, but applications will be assessed on the following dates:

30th July 2025, 22nd October 2025, 14th January 2026, TBC April 2026

Return proposal to: climatemergency@stratford-dc.gov.uk with the subject Community Climate and Nature Fund

1	Organisation details and contact information
1.1 IO	Name of organisation: Ilmington Parish Council Address: c/o Ilmington Community Shop, Grump Street, Ilmington, Shipston Postcode: CV36 4LE Tel: 07469 840266 Web Address: www.ilmington-pc.gov.uk Registration number if applicable (e.g. if registered company, charity): n/a Registering body: n/a VAT Registration Number if applicable:
1.2 IO	Correspondence relating to this application should be sent to: Name: Pauline Rigby Job Title / Position in organisation: Clerk Telephone Number: 07469 840266 E-mail: clerk@ilmington-pc.gov.uk

2	Financial Stability
2.1 IO	Please provide contact details for the person in your organisation who is responsible for financial matters. Name: Pauline Rigby Position: Responsible Financial Officer Tel No: 07469 840266 E Mail : clerk@ilmington-pc.gov.uk
3	Mandatory Questions – the below questions are Pass/Fail. To pass the mandatory questions, you must be able to answer yes to all the below. Organisations that fail any of the mandatory questions will not have their project assessed.
3.1	Are you are applying on behalf of one of the below organisations: - Town or Parish Council - A properly constituted charity, community group or sports club YES
3.2	Is your project being delivered within Stratford-on-Avon District? YES
3.3	Can you confirm that you are not seeking funding retrospectively for a project that is already underway, or has already been completed? YES
3.4	Can you confirm that your project aligns with at least one intervention outlined in Table 1 in the Application Guidance Notes? YES
3.5	Can you confirm that your project will be underway by the end of the 24/25 ?? [2025-26] financial year? YES
3.6	Can you confirm that you are applying for no more than £10k of grant funding? YES
3.7	Can you confirm that you are able to quantify the outcomes of the project? (For example, the level of greenhouse gas emissions avoided, or the number of climate risks addressed.) YES

3.8	Can you confirm that you will comply with the procurement conditions set by the CCCF when spending funds for the below amounts? Up to £2,500 – Direct award Up to £10k – 3 Quotes YES
3.9	Can you confirm that you have a nominated project delivery lead? YES
3.10	Can you confirm that you are able to provide a risk analysis of the project proportionate to its size and nature? (For your information, a risk analysis template is provided in the risk analysis section of this document.) YES
3.11	Can you confirm that you have a firm understanding of the cost of the project, and are confident that any fluctuation upwards in cost post award can be accommodated outside of the funding agreement? YES
3.12	Can you confirm that you have a firm understanding of any ongoing cost of the project, and if this is not included within your CCCF application, can accommodate this for as long as necessary to guarantee the success of your project? YES
3.13	If your project involves material alterations to a building, can you confirm that you either own the building, or have explicit permission to carry out the works? NOT APPLICABLE

4	Scoring Phase One – Project Quality (An ‘*’ following a question number indicates the question will be scored)	
4.1 IO	Title of project: Bringing our pond back to life, Ilmington	
4.2 IO	Which community/communities will the project be delivered in?	Ilmington
4.3 IO	Which intervention from Table 1 in the Guidance Notes does your project address?	4
4.4 IO	What are the planned timescales for the project including your expected start & finish dates? Proposed work to be completed by 31 March 2026	

4.5 *	Needs statement: Tell us about your project, identify the project type, describe what you want to do with the money, and who it will benefit. In addition, outline which of the objectives it will contribute towards in Table 1 in the Guidance Notes, and explain how the objective will be achieved. (Max 500 words) This project addresses priority 4A, enhancing biodiversity with a focus on species identified in local biodiversity action plan; specifically, water voles, great crested newts, and barn owls. Ilmington playing field pond has an area of around 250m² set in a wooded area of around 2000m². The pond and surrounding area have been neglected for many years. The pond area became very overgrown with scrub and self-seeded trees. The pond itself is clogged with organic debris, mainly tree branches, and other waste (car tyres, traffic cones, ...). It had become essentially a dead pond. Historically the pond is fed by water piped from a spring in land adjacent to the playing fields. This pipe has been damaged meaning the pond is relying just on rainwater. Working with Ilmington Parish Council the Ilmington Wildlife Group have started renovation of this area. Much scrub has been cleared, the tree canopy has been reduced, dead trees have been removed (and some left as 'totems' for wildlife). This, and pro-bono work done by a local tree surgeon, valued at around £2,000, equates to matched funding in kind of several thousand pounds for this project. There are already early signs of recovery. Specifically, for the first time for many years there are tadpoles. Moorhens and mallards are now starting to visit the pond. We are hopeful that as the habitat improves smooth and great crested newts will also return to the pond. The work in the pond area is part of a wider overall strategy to increase biodiversity in the playing field area and more widely across Ilmington. There is extensive wildflower planting along playing field margin and on the Upper Green starting a new wildlife corridor through the village. Ilmington Parish Council are currently exploring planting a new orchard of traditional apple varieties adjacent to the pond area We are now seeking funding for the next stage of this project clearing the pond, restoring the water flow, providing nesting boxes for barn owls and other birds, enhancing pond margins to encourage water voles, and new planting of marginal water plants. Future plans for this area for which additional funding will be sought include benches for residents to appreciate the area, and the provision interpretation signage.
4.6 *	Identify the proposed outcomes of your project. Pay particular attention to quantifying the outcomes of your project. For further guidance on how to do this, see the corresponding delegate pack that is available on the website. (Max 300 words) 1. Within one year pond water level maintained at a good height sustained by new water inflow 2. Within two years marginal plants established 3. Within two years small bird and bat boxes in use 4. Within three years evidence of increased amphibian use of the pond; including, but not limited to, evidence of great crested newts. 5. Within three years evidence of water vole activity 6. Within three years barn owls using nest boxes 7. Within five years habitat fully restored 8. Within five years a destination for people wanting to enjoy the natural environment

4.7 *	Identify any co-benefits that will be delivered because of your project. Information on how to identify and quantify the co-benefits of your project can also be found in the corresponding delegate pack. (Max 300 words) Whilst the main focus of this project is on improving biodiversity, we are also seeking to develop this area as recreational facility to complement resources elsewhere in the playing field area. The eventual provision of benches and interpretative signage will make this a destination for visitors more widely. Our interpretive signage will help raise awareness of importance of biodiversity. Historically the pond was used as a teaching resource for children from Ilmington Primary School. Absence of pond life in recent years has meant this was not worthwhile. Renovating the pond and its environs will mean that this will, again, be a good teaching resource allowing children to gain a better appreciation of our natural environment.
4.8 IO	Evaluation: How will you measure your project's success as it is carried out? Include both quantitative and qualitative measures. (Max 200 words) We will as appropriate document the following categorical outcomes; satisfactory pond filling, establishment of marginal plants, use of nesting boxes, signs of water vole presence. We will monitor presence of amphibian life using a semi-quantitative approach – which species have been observed and comparative frequency. We will post annual photographic and textual updates on our progress in restoring the environment on the Ilmington Parish Council website. We will, at the end of five years, survey the village for their views on the enhanced local environment. We will document use by Ilmington Primary School. We will informally interview visitors to the pond area for their views on the work done.

4.9
* Please identify any potential risks associated with the project proposal and any mitigation measures that you have put in place into the risk assessment template below. If you would prefer to use your own risk assessment template, please feel free to do so.

	Risk Description	Severity (High/Med /Low)	Likelihood (H/M/L)	Action to mitigate risk	Risk rating (G, A, R)
1.	Unable to reinstate water flow.	M	M	If required a longer pipe leading all the way to the spring will be used	A
2.	Damage to pond walls during cleaning.	M	L	A competent and experienced contractor will be used	G
3.	Opening up the pond area and making it more attractive may increase risk of injury from falling in the pond.	H	L	Install warning signs and lifebuoy station	G
4.	Various nesting boxes not used	M	L	seek expert advice to ensure best positioning and orientation to make attractive for target species	G
5.	Contractors fail to deliver	M	L	Ensure reputable suppliers chosen prior to placing orders	G

5	Scoring Phase Two – Value for Money (An ‘*’ following a question number indicates the question will be scored)																			
5.1*	Please itemise your proposed expenditure including item description & amount.																			
	<table border="1"> <thead> <tr> <th>Item Description</th> <th>Amount £</th> </tr> </thead> <tbody> <tr> <td>Purchase and installation of 10m x 20ml perforated land drainage pipe</td> <td>£ 200</td> </tr> <tr> <td>Dig out and remove rubbish and organic matter from pond</td> <td>£ 2,000</td> </tr> <tr> <td>Plants for pond edges</td> <td>£ 200</td> </tr> <tr> <td>Bird boxes x 3 and bat boxes x 2</td> <td>£ 250</td> </tr> <tr> <td>Barn owl box</td> <td>£ 150</td> </tr> <tr> <td>Signage for safety</td> <td>£ 750</td> </tr> <tr> <td>Lifebuoy station purchase and installation</td> <td>£ 350</td> </tr> <tr> <td>Total amount of funding sought:</td> <td>£3,900</td> </tr> </tbody> </table>	Item Description	Amount £	Purchase and installation of 10m x 20ml perforated land drainage pipe	£ 200	Dig out and remove rubbish and organic matter from pond	£ 2,000	Plants for pond edges	£ 200	Bird boxes x 3 and bat boxes x 2	£ 250	Barn owl box	£ 150	Signage for safety	£ 750	Lifebuoy station purchase and installation	£ 350	Total amount of funding sought:	£3,900	
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5.2*	Please detail any match funding you are applying for or have secured towards the project (if applicable) including the funding source, the amount secured and what the funding will be used for. (Max 200 words) This is part of an overall programme of restoration and enhancement of the pond area. Work in kind has already been done to a value of several thousand pounds (tree work, wildlife consultancy, scrub clearance, etc ...) We will be seeking alternative sources of funding of around £4,000 pounds for new bench seating and interpretative signing from local sources. Both Ilmington Show and Ilmington Village Shop make awards for local projects of this nature. Local benefactors may also be able to support the installation of benches.																			

Section 6: Previous public sector support

Please list any financial aid that your organisation has received.

Subsidy Control

Your application may be subject to Subsidy Control, this scheme is covered by the current UK Government Subsidy Control Act (2022) (the Act). The Council seeks to use the exempt on under the Act for Minimal Financial Assistance (MFA). The total amount of MFA received over a rolling period of three fiscal years should not exceed £315,000. It is the responsibility of the applicant to monitor the level of MFA received; you will be asked to declare that this has not been exceeded in the event of an offer being made. Please indicate whether you have received any financial assistance by way of grants, below value rents or loans on preferential terms from public bodies in the past 3 financial years (since 1 April 2021).

☒ Yes ☐ No

If yes, please detail the support received below.

Date of Assistance	Provider	Title of Project or Scheme	Type of Grant, Loan or other	Amount Awarded
17/05/2023	Stratford District Council	Renovation of Grace's Playground, Ilmington	Grant / CIL funds	£30,000
09/07/2024	Stratford District Council	Height Barrier	Grant under UK SPF	£4,850

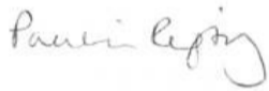
Section 7: Signature Of Application*

*When you have completed this document, please read and sign this section to confirm your agreement (an electronic signature is acceptable)

I certify that:

- a) The information supplied is accurate to the best of my knowledge.
- b) I accept the conditions and undertakings requested in the application documentation.
- c) I understand that false information could result in my exclusion from further participation in this and future funding application processes.
- d) I undertake to notify the authority immediately of any material changes of information and/or circumstances, including change of address occurring at any time after the submission of this application.
- e) I understand that in the event of the authority entering into an agreement with me the answers given in my application will be binding upon me and any misrepresentation may lead to termination of the agreement.
- f) I understand that the authority is not obliged to accept any proposal submitted or to enter into an agreement with any provider.
- g) I have no claim against the authority for any costs or expenses incurred in submitting this application.
- h) I confirm that I have read and accept the conditions of participation in this application.
- i) I understand that no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this application or otherwise provided by or on behalf of the authority.
- j) I understand that the submission of a Community Climate Change Fund application does not guarantee that I will be successful.
- k) I understand that, should this grant application be successful, I will be expected to enter a legally binding agreement with Stratford-on-Avon District Council.

Signed:



Print Name: PAULINE RIGBY

Position: Clerk and Responsible Financial Officer

For and on behalf of: ILMINGTON PARISH COUNCIL

Date: 10 JULY 2025

Checklist

Have you answered YES to all questions at section 3 of this document?

Have you completed all sections of the application form including signature of application?

Have you included copies of the organisation's constitution?

Have you completed the risk assessment template included in Section 4.12 of this document?

Section 8: Scoring Criteria

Applications will be evaluated as follows. Projects with the highest scores will be awarded funding, subject to the number of applications received.

Criteria		Maximum score	Weighting
4.5, 4.6	Identify the proposed outcomes of your project. Pay particular attention to quantifying the outcomes of your project. Describe the outcomes of the project. This should link to Table 1 in the Guidance Notes	5	35%
4.7	Identify any co-benefits that will be delivered because of your project. Identify any co-benefits that will be delivered because of your project. Explain the scope of said benefits, and detail who and what they will positively impact.	5	15%
4.9	Please identify any potential risks associated with the project proposal and mitigation features planned. Identify any risks that might impact the successful delivery of your project. Explain what steps you will take to minimise these risks	5	10%
5.1	Please itemise your proposed expenditure including item description & amount. Provide an itemised breakdown of the cost of your project	5	35%
5.2	Please detail any match funding you are applying for or have secured towards the project (if applicable) including the funding source, the amount secured and what the funding will be used for. Include detail of any match funding that you will provide to support the delivery of your project	5	5%

General Data Protection Regulation

To provide access to grant funding via these schemes it is necessary for us to collect and hold personal information about you. The following privacy notice will explain how we store and use this data in line with UK GDPR and the Data Protection Act 2018.

What personal data we may collect from you

- Basic details about you such as name, address, postcode and relevant contact information, (telephone number and/or email address).
- Contact we have had with you, such as meetings, telephone calls.

How we collect your personal information

We collect personal data directly from you from several sources including but not limited to: ☐ Via an enquiry

- Through your application form
- Via telephone calls
- Via emails
- When you provide your details to us either online or offline
- When you engage with us on social media

We may also receive your personal data from our delivery partners or Government departments.

How we will use the information we hold about you

We will collect information about you (where applicable) to:

- Determine your eligibility under the relevant scheme.
- Refer you to Community Climate Change and Nature Recovery Fund for grant support or intervention if necessary.

How the law allows us to use your information

The legal basis for processing the data is:

- It is necessary for the performance of a task carried out in the public interest by the council or in the exercise of official authority vested in the council.
- Your consent, which you can withdraw at any time.

How long we keep your personal information.

We will only keep your information for the minimum period necessary. The information outlined in this privacy notice will be kept for seven years.

All information will be held securely and destroyed under confidential conditions.

Your rights

You have a number of rights under data protection law, including the right to request your information and to request that the information be amended or erased if incorrect.

To request your records, you will need to contact and provide proof of identification to the Information Governance Team, Stratford on Avon District Council, Elizabeth House, Church Street, Stratford upon Avon, Warwickshire, CV37 6HX or email data.protection@stratford-dc.gov.uk. You also have a right to make a complaint about our handling of your personal data to the [Information Commissioner's Office](#). Please note that the Information Commissioner's Office will not usually consider complaints until the Council's own complaints procedure has already been exhausted.

Providing accurate information

It is important that we hold accurate and up to date information about you to assess your needs and deliver the appropriate services. If any of your details have changed, or change in the future, please tell us so that we can update your records.

Further information

If you have any questions or concerns about how your information is used, please contact the Community Climate Change Fund at climate.emergency@stratford-dc.gov.uk in the first instance.

You can also contact the Data Protection Officer at Stratford on Avon District Council, Elizabeth House, Church Street, Stratford upon Avon, Warwickshire, CV37 6HX or email data.protection@stratford-dc.gov.uk

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More information about data protection and how it applies to you can be found on the [Information Commissioner's Office website](#).

I hereby declare that the information I have provided to Stratford-on-Avon District Council is true and accurate, and that it fairly reflects my organisation and prospects. I understand that any financial assistance provided will be repayable on demand or future payments not made if any information provided is found incorrect.

Name...Paulin Rigby.....

Position in your organisation Clerk & RFO.....

Date 10/07/2025.....

SCHEDULE 2

POLICIES AND STATUTORY OBLIGATIONS

1. FREEDOM OF INFORMATION

- 1.1 You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 1.2 You shall:
 - a. provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with our obligations under the FOIA and EIRs;
 - b. transfer to us all requests for information relating to this Agreement that you receive within 2 working days of receipt or sooner if possible;
 - c. provide us with a copy of all information requested that belongs to us that you have in your possession or control in the form we require it within 5 working days of our request for that information; and
 - d. not respond directly to a request for information unless we authorise you to in writing.
- 1.3 You acknowledge that we may be required under the FOIA and EIRs to disclose information without obtaining consent from you or even consulting you. We shall take reasonable steps to notify you of a request for information (in accordance with the relevant Code of Practice) as far as we can but we shall be responsible for deciding in our absolute discretion whether any information should be disclosed or not. In complying with FOIA and EIRs you also acknowledge that may we disclose information you consider is confidential.

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, we are the Controller and you are the Processor. The only processing that the Processor is authorised to do is listed in Appendix 1 by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.
- 2.3 If the Controller considers a Data Protection Impact Assessment (DPIA) is needed, the Processor shall provide all reasonable assistance to the Controller in preparing the DPIA prior to commencing any processing.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a. process that Personal Data only in accordance with Appendix 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - c. ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 1);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - d. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - e. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to paragraph 2.6, the Processor shall notify the Controller immediately if it:
 - a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under paragraph 2.5 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller).
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- a. notify the Controller in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Controller;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2 such that they apply to the Sub-processor; and
- d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

2.11 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

2.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3. ANTI-DISCRIMINATION

3.1 You shall comply with the Equality Act 2010 and not unlawfully discriminate against anyone.

3.2 You shall take all reasonable steps to make sure all your employees, agents or volunteers and all your suppliers and sub-contractors engaged on the Project do not unlawfully discriminate against anyone.

4. HUMAN RIGHTS

4.1 You shall (and shall use reasonable endeavours to make sure your employees, agents and volunteers shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if you were a public body (as defined in the Human Rights Act 1998).

4.2 You shall do or refrain from doing such things as we request to enable us to comply with our obligations under the Human Rights Act 1998.

APPENDIX 1

PROCESSING PERSONAL DATA AND DATA SUBJECTS

This appendix shall be completed by the Controller, who may take account of the view of the Processor; however the final decision as to the content of this Appendix shall be with the Controller in its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [_____]
2. The contact details of the Recipient's Data Protection Officer are: [_____]
3. The recipient shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of the Controller and Processor	Paragraph 2 of Schedule 2 of the relevant grant agreement and this Appendix 1 set out the provisions for the sharing of Personal Data when the Controller discloses Personal Data to the Processor in order for the Processor to supply services to members of the public in accordance with the Project. To the extent that the Processor receives requests for services directly from members of the public, the Processor shall be a Controller of any Personal Data, and it shall comply with its obligations pursuant to Data Protection Legislation.
Subject matter of the processing	The subject matter of the Personal Data being processed will include Personal Data relating to Data Subjects who are employees of, or service users of the Controller or in respect of any matter on which services are being sought by the Funder or its service users or which is otherwise relevant to the provision of the services under the Project.
Duration of the processing	The processing of Personal Data by the Processor will be carried out for the period during which the services under the Project are required and any period during which the Recipient is required to maintain records in accordance with this Agreement and any regulatory and legal requirements.
Nature and purposes of the processing	The processing of Personal Data will include the transmission of Personal Data relating to Data Subjects required in order for the Processor to effectively provide the services under the Project. It may involve being processed on systems of the Processor for the purposes of delivering the services to members of the public. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data being Processed	Personal Data may include Special Categories of Personal Data dependent on the nature of services and the nature of the Personal Data required to be processed in order for the services to be provided under the Project , including but not limited to, name, address, date of birth, and telephone number, email address, health and biometric data, etc, of the Funder's employees or its service users.
Categories of Data Subject	The Controller's staff including fully employed, contracted workers, volunteers, , 3 rd party contractors, and temporary

	workers), customers/ clients, suppliers, students/pupils, members of the public, users, and other relevant stakeholders required for the purposes of delivering this Project.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under UK Law to preserve that type of data	The Controller and Processor shall each comply with their respective Data Protection policies. Any Personal Data of Data Subjects shall be retained by the Recipient only for as long as is necessary for the performance of the services under the Project and/or in compliance with the management information and retention provisions set out in this Agreement. Once the legal date for retention has passed, the Personal Data will be fully deleted and put beyond use.

SCHEDULE 3 STANDARD CLAUSES

1. ASSIGNMENT

You may not, without our prior written consent, 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 an agreed part of the Project, transfer or pay to any other person any part of the Grant.

2. WAIVER

No failure or delay by either you or us to exercise any right or remedy under this Agreement is a waiver of any other right or remedy.

3. NOTICES

3.1 All notices and other communications in relation to this Agreement shall be in writing and must be either:

- a. personally delivered; or
- b. posted using first class prepaid postage to the address of the relevant party.

3.2 All notices and communications personally delivered shall be deemed to have been given on receipt (except if received on a non-working day or after 5.00 pm on any working day, when they shall be deemed received on the next working day); and if posted, all notices and communications shall be deemed to have been given and received on the second working day following posting.

3.3 NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between us and you, nor any relationship of principal and agent. It does not authorise either of us to make or enter into any legal commitments for or on behalf of the other.

3.4 JOINT AND SEVERAL LIABILITY

Where you are not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on your behalf shall be jointly and severally liable for your obligations and liabilities arising under this Agreement.

3.5 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.

3.6 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and we both irrevocably submit to the exclusive jurisdiction of the English courts.

3.7 ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between us both in relation to the Grant and supersedes any previous agreement or understanding between us in relation to the Grant.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof this Deed has been duly executed as a Deed the day and year first above written

EXECUTED as a **DEED** by affixing the
COMMON SEAL of **STRATFORD-ON-AVON**
DISTRICT COUNCIL in the presence of:

Authorised Signatory:

EXECUTED as a **DEED** by **ILMINGTON**
PARISH COUNCIL by two of
its members **KAREN PEACHEY** and
MARTIN UNDERWOOD both in the presence of:

Karen Peachey
Parish Councillor

Martin Underwood
Parish Councillor

Pauline Rigby
Proper Officer

Clerk to the
Parish Council