



GRANT AGREEMENT
FOR THE PROVISION OF COMPLEMENTARY PUBLIC TRANSPORT
between
LEICESTERSHIRE COUNTY COUNCIL
And
(Name of Recipient)

April 2026 to March 2027

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Schedule 1 Details of the Complementary Public Transport to be Delivered

Schedule 2 Operational Guidance

Schedule 3 Payments

Annex 1 Authorised Operating Area Map for CT Scheme

THIS AGREEMENT is dated **XXXXXX**

PARTIES

(1) LEICESTERSHIRE COUNTY COUNCIL whose principal address is at County Hall, Glenfield Leicestershire, LE3 8RA (“**Funder**”).

(2) **(NAME OF PROVIDER)** (“**Recipient**”)

BACKGROUND

(A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.

(B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.

(C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

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

Applicable Laws ; means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

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.

Commencement Date: 1st April 2026

Complementary Public Transport Scheme (also referred to as CT Scheme) the output and activities more particularly set out in Schedules 1 and 2 to this Agreement

Data Protection Legislation – All Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Grant: the sum detailed in Schedule 3 to the “Recipient” based upon potential population served and actual patronage carried

Grant Period: from 1st April 2026 to 31st March 2027 or until terminated in accordance with the terms of 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.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

(a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;

(b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

(d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the delivery of the activities and outputs set out at Schedule 1.

Project Manager: the individual whom the Funder will notify the Recipient has been nominated to represent the Funder for the purposes of this Agreement.

Subsidy – means a subsidy in accordance with the Subsidy Rules

Subsidy Rules – means any international obligations, requirements and principles under:

(a) The World Trade Organisation (WTO) Agreement or Subsidies and Countervailing Measures (ASCM)

(b) The UK-EU Trade and Cooperation (TCA) Title XI Chapter 3 (Subsidy control);

(c) All Free Trade Agreements (FTAs) agreed by the UK;

(d) The Subsidy Act 2022

(e) Any new subsidy regime which may be implemented by the UK

Unlawful Subsidy means a subsidy which has been granted in contravention of :

(a) the UK/EU Trade and Cooperation ; or

(b) the Subsidy Control Act 2022;

(c) any other Applicable Law applying to the provision of Subsidy

UK GDPR – has 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 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

3. PAYMENT OF GRANT

3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in advance and in instalments subject to the necessary funds being available when payment falls due. **The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.**

3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.

3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

4.1 The Grant shall be used by the Recipient for the delivery of the Project.

4.2 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Trustees
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by the Funder.

4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

5.4 The Recipient shall provide the Funder with a copy of its accounts in respect of each period of six months in which the Grant is paid.

5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project at interval of three months during the duration of this Agreement and in such formats as the Funder may reasonably require (see Schedule 1 and separate Financial Monitoring Form)

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 Along with its first financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.

6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

7. ACKNOWLEDGMENT AND PUBLICITY

7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder 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 Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

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

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

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

10.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

10.3 The Funder shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;

(b) is to be disclosed in response to a request for information.

10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

10.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

(a) without consulting with the Recipient; or

(b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 10.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

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

11. DATA PROTECTION

11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

11.2 The Council and the Recipient acknowledge that each Party is individually a Data Controller in respect of any Personal Data processed by it and each agrees to comply with its obligations under Data Protection Legislation accordingly.

11.3 The Recipient agrees that it is the data controller of any personal data processed by it pursuant to the Project, as those terms are defined in the Data Protection Legislation in force at the relevant time. It will comply fully with the Data Protection Legislation to the extent that they are applicable to it and with the ICO's public guidance for data controllers.

11.4 The Recipient shall (and shall procure that any of its staff, employees, agents, consultants, third party or any sub-recipient involved in connection with the activities under the Grant Agreement shall) comply with their obligations under the Data Protection Legislation and shall enter into appropriate arrangements with third parties.

11.5 On request from the Council, the Recipient will within 14 days provide the Council with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Council may reasonably require.

- 11.6 In the event that the Parties agree it is necessary to share, exchange or jointly hold Personal Data for the purpose of fulfilling the Parties obligations under this Agreement (except where one Party shall be processing Personal Data on the other's behalf) then the Parties shall:
- (i) where possible in order to facilitate the exchange of information, anonymise or aggregate such information to the degree that it does not identify any individual; and
- (ii) agree such additional or varied terms as are necessary to ensure full compliance with the Data Protection Legislation.
- 11.7 In the event that the Council determines that the Recipient is processing Personal Data on the Council's behalf then the Recipient shall immediately enter into a Data Processing Agreement with the Council on reasonable terms to be determined by the Council to ensure full compliance with the Data Protection Legislation. Failure by the Recipient to enter into such an agreement shall constitute a serious breach of this Agreement and the Council may exercise its rights under this Agreement to withhold/suspend/reduce payment or require payment in full or part of the Grant in accordance with clause 8 and/or terminate this Agreement in accordance with clause 14.
- 11.8 The Recipient shall indemnify and keep the Council indemnified in full for any and all costs, claims, losses, damages, expenses, liabilities, fines, penalties, interest or otherwise for which the Council may become liable as a result of the Recipient's failure (or the Recipient's employee's agents or any sub-recipient's failure) to comply with their obligations under Data Protection Legislation or this clause 11.
- 11.9 Any clause in this Agreement limiting the Recipient's liability in respect of any obligations, costs, claims, losses, damages, expenses, liabilities, fines, penalties, interest or otherwise under the Data Protection Legislation and/or this clause 11 shall not apply.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion terminate, withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start on the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (f) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (g) the Recipient commits or committed a Prohibited Act;
- (h) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (i) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (j) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (k) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 14 days of receiving written notice detailing the failure; or
- (l) the Funder has notified the Recipient that the Grant funding under this Agreement is to be reduced or withdrawn due to financial pressures/restraints on the Funder and/or insufficient funds being available to meet the Funder's payment obligations under this Agreement.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate directly or indirectly within the meaning and scope of the Equality Act 2010 or any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment

13.2 The Recipient shall at all times comply with the Equality Act 2010 and the Funder's equality and diversity policy as may be amended from time to time, a copy of which will be provided by the Funder to the recipient at the Recipient's written request.

13.3 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the “**Required Insurances**”).

17.2 The Required Insurances referred to above include (but are not limited to):

- a. A fully comprehensive motor insurance policy with Public Liability cover to the value of at least £5 (five) million in respect of motor vehicle related property damage

And either:

- b. (i) A fully comprehensive motor insurance policy with Public Liability cover to the value of at least £5 (five) million in respect of non-motor vehicle related property damage

Or

- b. (ii) A standalone Public Liability Policy to the value of at least £5 (five) million in respect of non-motor vehicle related property damage Combined Motor Vehicle/ Public Liability

Policies will be accepted. Insurance cover value should not be less than the amounts detailed above for each and every claim.

Where necessary, the Supplier shall at its own cost also effect and maintain with a reputable insurance company a policy or policies of employer's liability insurance with a limit of indemnity of not less than £10 (ten) million OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims

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

18. DURATION

18.1 The terms of this Agreement shall apply from the Commencement Date until it is terminated for whatever reason.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19 SUBSIDY RULES

19.1 The Grant funding is subject to the Subsidy Rules and the Recipient confirms that although the Funder has used its best endeavours in this regard the Funder accepts no liability and makes no assurance that the funding is compliant with the Subsidy Rules. In the event that the Grant funding is adjudged to constitute Unlawful Subsidy the Recipient agrees to make any necessary repayment and shall indemnify and save harmless the Funder against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting Unlawful Subsidy.

19.2 In the event the Recipient appoints or instructs a Sub-Recipient to assist with the delivery of any part of the Project, the Recipient shall:

- (a) assess and address the issue of Subsidy (in the absence of a procurement compliant with UK requirements and the Recipient's own internal processes); and
- (b) where the Recipient considers Subsidy to apply, it shall ensure the Subsidy Rules and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes Unlawful Subsidy; and
- (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the Sub-Recipient, to apply in the event any aid is adjudged to be Unlawful Subsidy and/or amounts to aid which overcompensates the Sub-Recipient for the goods/services obtained

19.3 In the event that the Recipient alters the Project or any part of the Project, either with or without the prior approval of the Funder, then the Recipient shall:

- (a) consider the potential Subsidy implications of that alteration; and
- (b) take all necessary steps to ensure that any alteration is compliant with the Subsidy Rules rules; and
- (c) shall notify the Funder of any alterations with Subsidy implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the Subsidy implications.

20 TERMINATION

20.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient six months' written notice should it be required to do so by financial restraints or for any other reason.

20.2 The recipient may terminate this Agreement giving the Funder six months' written notice should it be required to do so by financial restraints or for any other reason.

21 ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

22 WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

23 NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

24 DISPUTE RESOLUTION

- a. In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this

Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

b. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

c. In the absence of agreement under clause 24 b, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

25 NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

26 JOINT AND SEVERAL LIABILITY

Where the Recipient is 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 behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

27 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

28 GOVERNING LAW

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

This Agreement takes effect on the date stated at the beginning of it.

LEICESTERSHIRE COUNTY COUNCIL

.....

Date:

Emma Odabas

Team Manager Sustainable Travel Team

Leicestershire County Council

(NAME OF PROVIDER)

Acting by Director / Trustee

.....

[Name of Director or Trustee]

.....

(Signature of Director or Trustee)

Date:

Schedule 1

1. Definition of Complementary Public Transport (CPT)

CPT is minibus and social car schemes for:

- individual members of the public with mobility problems who are unable to use local bus services (including frail elderly and physically disabled people, as well as those with less obvious disabilities). Individuals will book a trip individually and a fare will be charged
- rurally isolated people who do not have any transport of their own

CPT is NOT:

- those that are booked by an organiser for a specific group (e.g. group hire, lunch clubs, etc.)
- those where the individual receives a budget to purchase services on an assessed care basis (e.g. Adult Social Care and Health journeys) N.B. These journeys can be provided, but must not involve any subsidy from the CPT grant – they should be provided at full cost recovery

CPT purposes include:

- Social, shopping, leisure, visiting, etc.
- Primary healthcare attendance, i.e. doctor, dentist, optician, etc.

CPT purposes exclude

- Secondary healthcare attendance. i.e. appointment at a hospital (see Part 4 below)

2. Operational Area

- The 'Authorised Operating Area' of each CT scheme is as shown in Annex 1. This Area forms the basis of the 'Population' element of each CT schemes grant payment.
- To qualify for CPT funding, Passengers should either board or alight within the CT scheme's Authorised Operating Area. Passengers carried should be resident in the relevant CT scheme's Authorised Operating Area.
- Requests from Leicestershire residents outside the scheme's Authorised Operating Area should be handled in one of the following ways:
 - o the scheme refers the request to the appropriate CT scheme; if that scheme is unable to fulfil the request, then the request can be undertaken outside the Authorised Operating Area

and declared as CPT to the Council. If the appropriate scheme is able to fulfil the request, the request should be handed over to them.

o the scheme decides not to approach the appropriate CT scheme, fulfils the request on a full cost recovery basis and does **not** report to the Council via the CT Quarterly Performance Monitoring Form

- CT schemes are advised to keep a record of all requests for 'Out Of Authorised Operating Area' and the outcome, to inform any future operational boundary reviews

3. CPT Fares

- Each client pays a separate fare which is retained by the CT scheme.
- Passenger escorts may be carried if required, the CT scheme will decide whether the passenger escorts will be charged a fare, and if so, how much to charge.
- Passenger escorts should be included in the passenger numbers reported to the Council
- The CT scheme is permitted to set the fares for CPT journeys, whether minibus or social car trips, within Section 19 / Section 22 legislation regarding 'not-for-profit' operation

4. Section 256 Transport to Health

- Only those CT schemes which are in receipt of Section 256 funding are eligible to facilitate the attendance to appointments at a hospital
- CT schemes in receipt of Section 256 funding should use the funding to facilitate the attendance of appointments at a hospital only
- Any facilitation using Section 256 funding should be reported to the Council on a quarterly basis, in the appropriate section of the CT Quarterly Performance Monitoring Form

5. Data Collection and Reporting

- All CT schemes are required to report to the Council on a quarterly basis using the CT Quarterly Performance Monitoring Form
- Escorts may be carried and should be included in their Quarterly Performance Monitoring to the Council
- A passenger travelling in a wheelchair is counted as a single passenger, but should be reported as being transported in a wheelchair
- Fulfilled Section 256 requests should be reported in the relevant cells of the CT Quarterly Performance Monitoring Form

- Reasonable management costs relating to the delivery of requests should also be reported in the CT Quarterly Performance Monitoring Form

6. Auditing operational and usage data

- All CT schemes should maintain operational and usage data records in preparation for (short notice) auditing by or on behalf of the Council
- Each scheme should be able to provide a full four-weeks of operational and usage data for audit purposes, including origin and destination data
- Audits will take place on a regular basis; we reserve the right to audit returns with four weeks' notice
- Audits may also seek to determine the extent to which a particular scheme is serving the whole of its Authorised Operating Area

7. General

- Any request that is not considered as CPT may be undertaken by CT schemes at full cost recovery (i.e. not using the Council's CPT grant) **but** should not be reported on the CT Quarterly Performance Monitoring Form.

8. Sustainability

- The Council will assist CT schemes to develop individual options for greater future sustainability, given the uncertainty regarding ongoing grant funding

9. Other Management Issues

- Payments will be made quarterly in advance based upon the latest verified data supplied by CT schemes in their CT Quarterly Performance Monitoring Form
- A six-month notice period will be given by the Council for any changes to the grant payment calculation, for any significant changes to this Service Level Agreement or for termination of this Service Level Agreement
- Revised grant payment figures will be calculated based upon the available grant and the latest verified information supplied by CT schemes via the CT Quarterly Performance Monitoring Form
- All components of the Service Level Agreement will be reviewed on an annual basis towards the end of the financial year

Schedule 2

Operational Guidance

1. Volunteer Drivers

A. Driving Licences

I. Driving licences should be inspected by the Recipient when the volunteer is taken on, and then at regular intervals of no less than every 12 months, to check that the volunteer does not have any recent or serious driving convictions.

II. Licences should be full and not provisional.

III. Where a driver has penalty points on their licence, the Recipient will need to decide on a case by case basis whether or not they consider the driver to be suitable for the scheme.

IV. A list should be maintained of all eligible volunteer drivers

By law, a driver must notify the Driver and Vehicle Licensing Agency (DVLA) if:

- they suffer from a medical condition or disability that may affect their driving
- they develop a condition or disability which may affect their ability to drive
- the development of an existing condition or disability which may affect their ability to drive.

The DVLA will then make a decision about the person's fitness to drive. Failure to notify the DVLA of such a condition or disability is a criminal offence. The driver could also invalidate their insurance if they do not follow medical advice not to drive.

B. Disclosure and Barring Service (DBS) Check

(a) All volunteer drivers used to provide services on behalf of the local authority must be DBS checked and be considered an appropriate person to undertake a regulated activity as per DBS guidance.

(b) A DBS check should be undertaken every 3 years or the volunteer driver be part of the DBS continuous monitoring arrangements.

C. Vehicle Safety

(a) Volunteer driver's vehicle MOT test certificates should be checked at regular intervals of no less than every 12 months

(b) Road Tax should be checked at regular intervals of no less than every 12 months

(c) A visual inspection of the vehicle inside and out, should take place at regular intervals of no less than every 12 months to ensure that the vehicle inspires confidence in the passenger and there are no obvious defects.

(d) Seat belts must be worn at all times that the passenger is on board, in accordance with the law, with the exemption of medical requirements. The government provides detailed guidance on seat belts and the law.

(e) Cars must have front and rear seatbelts and all passengers should wear seatbelts

(f) Passengers aged over 14 are legally responsible for ensuring that they are wearing a seat belt

(g) Volunteer drivers are responsible for ensuring that children under 14 years of age are restrained in the correct manner.

D. Insurance

(a) The owner of the vehicle (the organisation or the volunteer) is responsible for arranging insurance.

(b) Full comprehensive insurance must be in place which includes appropriate cover for undertaking volunteer driver services. Owner-drivers must inform their insurance company that they will be driving in a volunteering capacity.

(c) Insurance documents must be checked at regular intervals of no less than every 12 months

(d) The organisation that is providing the transport service should take out public liability insurance, as set out in clause 17 of the Grant Agreement, so that it is covered for any claims which the volunteer's car insurer may not cover.

(e) Volunteers and clients also need to be insured for activities whilst the vehicle is not moving, such as when the client is getting in or out of the vehicle.

E. Reimbursement of Expenses

(a) Owner-drivers must not receive payment above legitimate expenses which HMRC would consider taxable income. If they do they could be deemed to be making a profit and required to be a licenced transport provider, which could invalidate their insurance.

(b) Current mileage rates:

- Cars and vans, up to 10,000 business miles: 45p per mile (regardless of engine size)
- Cars and vans, additional business miles: 25p per mile

Passenger payment:

- 5p per mile per passenger

(this can be claimed in addition to the car and van mileage rates above if the passenger is being carried as part of the driver's volunteering)

2. Passenger Safety

- (a) The Recipient has a duty of care to its passengers and must ensure appropriate risk assessments are undertaken where necessary
- (b) A procedure must be in place in the case of breakdowns or emergencies, especially in cases where services are operating outside of office hours, and all volunteer drivers be provided with a copy of the emergency procedure
- (c) A volunteer driver induction must be undertaken before any person is employed in active work.

3. Minibuses (9-16 passenger seats)

- (a) The appropriate licence or Section 19 or 22 permit must be displayed in the vehicle before it can be used for providing transport on behalf of the Council
- (b) Minibus drivers must have the appropriate drivers licence (Category D1 or PCV) in relation to driving minibuses and undergo MIDAS driver training or equivalent
- (c) Minibuses must be properly maintained in accordance with 'the VOSA guide to maintaining road worthiness'.
- (d) Daily safety inspection checks should be undertaken by every driver prior to driving the vehicle and the inspection sheets retained by the organisation for no less than 12 months
- (e) Specialist training must be provided to drivers in the operation of any specialist equipment such as vehicle tail-lift, wheelchair restraints, etc.

Schedule 3

Payments 2026/27

April 1st 2026	Quarter 1	£
July 1st 2026	Quarter 2	£
October 1st 2026	Quarter 3	£
January 1st 2027	Quarter 4	£
Annual Payment 2026/27		£

Annex 1

Authorised Operating Area Map for NAME OF PROVIDER

Area Map to be inserted here