

DATED the day of

2019

PARTIES

- (1) **Henfield Community Partnership Limited** whose registered office is at Henfield Parish Council Office, Henfield Hall, Coopers Way (HCP)
- (2) **Sustainable Henfield 2030** – referred to as SH2030

RECITALS

- (A) SH2030 is a federal group of HCP focussing on practical ideas for the communities in and around Henfield in order to provide local awareness and actions that will assist in reducing global warming and reverse biodiversity loss (the Project).
- (B) HCP is an established company that has the experience and ability to apply for Grant Funding for the Project and can provide banking accounting and oversight facilities to SH2030

1. COMMENCEMENT, DURATION AND EXTENT OF THE AGREEMENT

This agreement shall commence on x and will remain in force indefinitely until and unless the terms and conditions in Paragraph 3.5 are triggered

2. SH2030 will during the term of this agreement

- 2.1 Maintain and conduct SH2030 with all reasonable skill and care and in accordance with the spirit and ethos of HCP and the attached Terms of reference
- 2.2 Aim to support the Henfield community in taking practical action to reduce their environmental impact and improve sustainability.
- 2.2 Ensure that SH2030 does not operate in breach of the terms of any Grant Funding or other funding that may have been obtained or supplied by HCP
- 2.3 Supply to HCP any information reasonably requested in relation to SH2030 and the expenditure of any Grant or other Funding.
- 2.4. Not incur any expenditure from the HCP bank account without the prior approval of HCP, which approval shall not be unreasonably withheld
- 2.5. Not hold itself out as being an agent of HCP
- 2.6. Use the Grant Funding (or other funding) only for purpose of developing and maintaining SH2030 in the interests of the inhabitants of Henfield. HCP may withhold all or part of the Grant Funding if it has evidence that it is not being applied for this purpose.

3. HCP will during the term of this agreement

- 3.1 Provide SH2030 with access to HCP's bank account, and keep any funds provided by SH2030 or held on its behalf in a separate designated account.

- 3.2 Existing HCP rules on payments from this account (e.g. all payments must have a counter approver) will apply
- 3.3 HCP will provide SH2030 with any information reasonably requested in relation to the funds held in the designated account. (procedure for requesting payment/ does HCP have to approve expenditure etc)
- 3.4 On reasonable request by SH2030, apply for or assist in the application for Grant Funding for purposes to support the Project to be agreed between the parties, and to keep such Grant Funding in the designated account.
- 3.5 On the reasonable request of SH2030, in the event that SH2030 decides to become an independent group not part of HCP, HCP agrees to transfer ownership of the Project and any funds in the designated account to SH2030 (or on reasonable request to any organisation that is established to replace SH2030), provided that any conditions attached to any Grant Funding HCP may have obtained have been fulfilled or removed, and HCP is adequately indemnified against any existing or future liability arising out of any previous or future activities of SH2030 or the Project.

4. MONITORING

- 4.1 SH2030 will hold its own regular monitoring meetings to review the working of its Action Groups and overall activities.
- 4.2 A representative from SH2030 will sit on the HCP Management Committee
- 4.3 Each HCP Management Committee Meeting will include a summary report on the activities of SH2030 both in retrospect since the last meeting and forward plans, delivered by the SH2030 representative

5. CONFIDENTIALITY

Each Party shall keep confidential, all matters relating to this agreement and shall use all reasonable endeavours to prevent their agents from making any disclosure to any person of any matters relating to it.

6. EXPIRY AND TERMINATION

Expiry

- 6.1 This Memorandum of Understanding will continue unless or until terminated according to the provisions of paragraph 3.4

Other termination rights

- 6.2 If either party commits a material breach of any of its obligations under this Contract the other party may terminate this Contract by written notice to the party in breach if it has failed to remedy such breach within thirty (30) days after receipt of written notice from the other party to remedy the breach;
- 6.3 Termination of this Contract by whatever means shall not prejudice the right of action of either Party in respect of any antecedent breach of any of the terms and provisions of this Contract or the repayment of any sums due.

7. Neither HCP nor SH2030 shall assign or otherwise dispose of any of its rights, benefits or obligations under this agreement except with the prior written consent of the other party, which consent the other party may in its absolute discretion refuse and/or grant on terms.

8. GENERAL

8.1 Nothing in this agreement shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between HCP and SH2030.

8.2 This agreement is enforceable by the original Parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

8.3. The Parties agree that this agreement shall be construed in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

Signed by

On behalf of HCP

Signed by

On behalf of HCP

Signed by

On behalf of SH2030

Signed by

On behalf of SH2030