

**DATED \_\_\_\_\_ 2024**

**OXFORDSHIRE COUNTY COUNCIL**

**- and -**

**SOUTH OXFORDSHIRE DISTRICT COUNCIL**

**FUNDING AGREEMENT**

**relating to**

***Cost of Living Support: HSF5 and Residual Discretionary Housing  
Payment Funding***

Anita Bradley  
Director of Law & Governance and Monitoring Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND  
LS17 Funding Agreement  
Ref BA/ 59460

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THIS AGREEMENT is made the

2024

## **PARTIES**

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (**Council**)
- (2) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** whose principal address is at Abbey House, Abbey Close, Abingdon, Oxfordshire, OX14 3JE (**Recipient**).

## **BACKGROUND**

- (A) The Council has agreed to pay the Grant to the Recipient pursuant to its general power of competence under Section 1 of The Localism Act 2011 in order 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 Council 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:

**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.

**City and District Councils:** the City and District Councils within the county of Oxfordshire;

**Commencement Date:** 1 April 2024

**Consents:** includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration from any governmental or other authority, the local planning authority, landlords, landowners or any other person in relation to carrying out the Project.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information

Commissioner or relevant government department in relation to such legislation.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** the sum of up to £41,307 to be paid to the Recipient in accordance with this Agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 30 September 2024.

**Household Support Fund (HSF5):** the element of the Grant being funded by the Council using funding received under the Household Support Funding Grant Determination:

**Household Support Funding Grant Determination:** the Section 31 Grant Determination attached at Annex A to Schedule 1A;

**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.

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

**Prohibited Act:**

- (a) offering, giving or agreeing to give to any servant of the Council 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 Council; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council.
- (b) entering into this Agreement or any other contract with the Council 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 Council.

- (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 Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** the whole or any part of the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent the Council for the purposes of this Agreement.

**Subsidy Law:** any UK public sector subsidy law (including without limitation the Subsidy Control Act 2022) as may be modified or amended and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision.

**Working Day:** Monday to Friday inclusive other than bank holidays and any other public holidays.

## 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 Council.
- 2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.
- 2.4 The Recipient hereby acknowledges that the Council is required to comply with the conditions of the Household Support Funding Grant Determination in respect of HSF5. The Recipient shall provide the Council with all reasonable assistance to facilitate the Council's compliance with the conditions of the Household Support Funding

Grant Determination and shall not do anything, by way of either act or omission, to place the Council in breach of such conditions.

### **3. PAYMENT OF GRANT**

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with 0, 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 Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council 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 Recipient acknowledges that payment of the Grant in no way binds the Council to either the grant or release of any further funding to the Recipient.
- 3.5 The Recipient shall promptly repay to the Council 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) purchase buildings or land; or
  - (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period save unless specifically provided for within the terms of this Agreement.
- 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 Council or, if agreed in writing by the Council, 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 using the Grant or other resources of the Recipient. There will be no additional funding available from the Council 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 Council shall have the right to review, at the Council'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 Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

## **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 Council with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Council may reasonably require. The Recipient shall provide the Council with each report within three months of the last day of the quarter to which it relates.
- 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 The Recipient shall participate in quality and other monitoring as described in Schedule 3 and on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Council 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.
- 6.6 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council 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.
- 6.7 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.



## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".
- 7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Council 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 Council 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 Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination 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 Council.

## **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 Parties acknowledge that the each party is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **11. DATA PROTECTION**

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

## **12. TERMINATION ARRANGEMENTS/WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion terminate this Agreement with immediate effect by giving written notice to the Recipient or 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 within 3 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council reasonably 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 Council, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (g) the Recipient provides the Council with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) 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 Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (j) 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);
- (k) 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;
- (l) 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 30 days of receiving written notice detailing the failure;
- (m) in the proper opinion of the Council there has been a material or persistent breach of this Agreement on the part of the recipient; or
- (n) repayment or recovery of the Grant is required under Subsidy Law and/or pursuant to a decision of the UK courts.

12.2 Where the Council requires repayment of all or part the Grant under clause 12.1, the recipient shall make the repayment within 14 days of receiving a written request from the Council. Where clause 12.1 (n) applies, any grant required to be repaid shall bear interest as may be required under Subsidy Law.

- 12.3 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.
- 12.4 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.5 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 Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

### **13. ANTI-DISCRIMINATION**

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of 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 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 Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

### **15. LIMITATION OF LIABILITY**

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the

Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, the Council'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 (including Subsidy Law) and all applicable codes of practice and other similar codes or recommendations in the delivery of the Project, and shall notify the Council 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 shall promptly apply for, and be responsible for obtaining, all Consents;
- (f) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (g) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (h) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (i) 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;

- (j) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement;
- (k) since the date of its last accounts there has been no material change in its financial position or prospects; and
- (l) if any part or the whole of the Project consists of works that the Construction (Design and Management) Regulations 2015 ("CDM Regulations") apply to ("Works"), the Recipient elects to be the only client for the purposes of the CDM Regulations (where applicable) and the Council agrees to such election. The Recipient shall comply with all relevant obligations under the CDM Regulations in respect of any Works (including without limitation those of a client).

## **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) public 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; and
  - (b) employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall supply to the Council annually and at any other time within 7 days of request 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 during the Grant Period unless terminated earlier in accordance with the terms of this Agreement.
- 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. TERMINATION**

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

**20. ASSIGNMENT**

The Recipient may not assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**21. WAIVER**

Failure by the Council at any to exercise any right or remedy under this Agreement shall not be construed as a waiver of any other right or remedy. The Council may waive any right or remedy provided that such waiver is confirmed in writing and signed on behalf of the Council.

**22. 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, e-mailed, 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 or if e-mailed 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.

**23. DISPUTE RESOLUTION**

23.1 Where the Recipient is a voluntary sector body subject to the Oxfordshire Compact, the following applies:

- (a) The delivery of the Project under the Funding Agreement shall not cease or be delayed by this dispute resolution procedure.
- (b) If any dispute between the parties cannot be resolved by the parties acting in good faith within a month of the nature of the



dispute being communicated by one party to the other, then at the instance of the Recipient or the Council, it may be referred to mediation in accordance with the Oxfordshire Compact Mediation Process.

- (c) If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

23.2 Where the Recipient is not a voluntary sector body subject to the Oxfordshire Compact, the following applies:

- (a) In the event of a dispute arising regarding the Funding Agreement, the Parties (acting by their nominated representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.
- (b) Where the nominated representatives are not able to settle any such dispute within one month of the date of the dispute, then the Recipient or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- (c) To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this clause 23.2. The initiating party shall send a copy of such request to CEDR.
- (d) If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- (e) If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- (f) For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures nor shall it cease or delay the delivery of the Project.
- (g) Nothing in this clause 23.2 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

**24. NO PARTNERSHIP OR AGENCY**

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

**25. 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.

**26. 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.

**27. 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.

**28. ENTIRE AGREEMENT**

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

**AS WITNESS** the parties have signed this Funding Agreement the day and year first before written

For and on behalf of the Council:

For and on behalf of the Council:

**SIGNED by**

**SIGNED by**

**Signature**

**Signature**

**Position**

**Position**

For and on behalf of the Recipient:

**SIGNED by [name]**

**Signature**

Position

(and duly authorised signatory)

For and on behalf of the Recipient:

**SIGNED by [name]**

**Signature**

Position

(and duly authorised signatory)



## Schedule 1 The Project

### INTRODUCTION

1. On 14 May 2024 the Cost of Living Support Measures report was agreed by Oxfordshire County Council's Cabinet. This agreed the distribution of funding provided by round 5 of the Department of Work & Pensions (DWP) Household Support Fund (HSF5) for the first six months of 2024-25, and additional funding contributions from the Council.

### FUNDING

2. As with previous rounds of funding, a portion has been delegated to the City and District Councils to meet locally identified needs related to the Cost of Living. The County Council has provided £250,000 for this purpose. This agreement also addresses residual Discretionary Housing Payment awarded in 2023-24
3. The allocations of funding from HSF5 and the amount of residual DHP funding for each of the City and District Councils are shown in the Table below. The amounts of residual DHP funding are based on reported expenditure from each local authority.

4. Table 1. Funding allocations

	Cherwell	Oxford City	South Oxfordshire (the recipient)	Vale of White Horse	West Oxfordshire	Totals
<b>Delegation of DWP HSF5 funding</b>	£64,135	£71,718	£41,307	£39,908	£32,932	£250,000
<b>Residual DHP funding from 2023-24</b>	£187,383	£243,163	£135,465	£99,480	£107,528	£773,019

5. In previous funding rounds the City and District Councils were required to maintain an application-based support scheme. With the establishment of the countywide Residents Support Scheme, this requirement has come to an end. This provides the City and District Councils flexibility to target HSF5 as makes most sense locally, within the requirements of the fund.
6. The delegated HSF5 funding is subject to the DWP reporting requirements which is set out in Schedule 3. The residual DHP funding is not subject to this requirement and so has a simpler monitoring regime.

7. The following Schedules (1a-1b) set out the criteria for the two funding elements. Schedule 2 sets out the arrangements for making payments of the Grant to the Recipient. Schedule 3 sets out the monitoring requirements.

**REVIEW**

8. It is not proposed to hold separate monitoring meetings in respect of this Grant. Instead, the impact, lessons learned and potential gaps will be considered by the Joint Community Hubs Working Group meeting, or any successor meeting or equivalent electronic circulation of information.

## **Schedule 1A – Household Support Fund 5**

### **Eligible Use of Funding**

1. In determining the use of delegated HSF5 funding the Recipient shall comply with DWP guidance (see link in paragraph 6 below) and shall not do anything which would place the Council in a position of non-compliance. Guidance includes requirements to comply with Subsidy Law, minimise the risk of fraud and have due regard to the public sector equality duty.
2. The following extract from the guidance must be followed when considering how to utilise HSF5 funding. For the purposes of Schedule 1A references to “The Fund” shall mean the HSF5 grant. Eligible spend includes:
  - Energy and water. This may include support with energy bills for any fuel that is used for the purpose of domestic heating, cooking, or lighting, including oil or portable gas cylinders. It can also be used to support water bills including for drinking, washing, cooking, as well as for sanitary purposes and sewerage.
  - Food. The Fund can be used to provide support with food, whether in kind or through vouchers or cash.
  - Essentials linked to energy, water and food. The Fund can be used to provide support with essentials linked to energy, water and food (for example insulation or energy efficient items which reduce bills, the purchase of equipment such as fridges, freezers, ovens, slow cookers or costs associated with obtaining these essentials such as delivery and installation). We encourage Authorities to consider supporting households on low incomes to repair or replace white goods and appliances with more energy efficient ones, or to invest in simple energy efficiency measures which will pay back quickly, such as insulating a hot water tank, fitting draft excluders to a front door, or replacing energy inefficient lightbulbs or white goods. The intention of this is to provide sustainable support which results in immediate and potentially long-lasting savings for the household.
  - Wider essentials. The Fund can be used to support wider essential needs not linked to energy and water should Authorities consider this appropriate in their area. These may include, but are not limited to, support with other bills including broadband or phone bills, clothing, period and hygiene products, essential transport-related costs such as repairing a car, buying a bicycle, or paying for fuel. This list is not exhaustive. It can also include one-off payments to prevent a crisis.
  - Advice services. The Fund may be used to provide supplementary advice services to award recipients, including debt and benefit advice, where Authorities consider this appropriate. Authorities are reminded

that the primary intention of The Fund is to provide crisis support for households, and we would expect any advice services to complement this. We would not expect a large portion of funding to be spent on advice services. We would expect to see a connection between the funding provided for advice services and the practical support provided under HSF. We anticipate that a significant proportion of this will be through signposting to existing advice services funded through other routes, such as the Help to Claim scheme which supports those making a claim to Universal Credit(UC).

- Housing costs. The Fund can be used to provide support with housing costs to those in need. However, where eligible, ongoing housing support for rent must be provided through the Housing cost element of UC and Housing Benefit (HB) rather than The Fund. In addition, eligibility for Discretionary Housing Payments (DHPs) must first be considered before housing support is offered through The Fund. The Authority must also first consider whether the claimant is at statutory risk of homelessness and therefore owed a duty of support through the Homelessness Prevention Grant (HPG). It is expected that the focus of support should be on bills and that support for housing costs should only be given where existing housing support schemes do not meet need. Beyond this, Authorities have discretion to determine the most appropriate use of The Fund for their area, based on their understanding of local need and with due regard to equality considerations
  - Households in receipt of HB, UC, or DHPs can still receive housing cost support through The Fund if it is deemed necessary by their Authority. However, The Fund should not be used to provide housing support on an ongoing basis or to support unsustainable tenancies. Individuals in receipt of some other form of housing support could still qualify for the other elements of The Fund, such as food, energy, water, essentials linked to energy and water and wider essentials
  - The Fund cannot be used to provide mortgage support, though homeowners could still qualify for the other elements of The Fund (such as energy, food, water, essentials linked to energy and water and wider essentials).
  - The Fund can exceptionally and in genuine emergency be used to provide support for historic rent arrears built up prior to an existing benefit claim for households already in receipt of UC and HB. This is because these arrears are excluded from the criteria for DHPs. However, support with rent arrears is not the primary intent of The Fund and should not be the focus of spend
- Reasonable administrative costs. This includes reasonable costs incurred administering The Fund. These include for example:
  - staff costs
  - advertising and publicity to raise awareness of The Fund
  - web page design
  - printing application forms



- small IT changes, for example, to facilitate MI production
3. There is no prescriptive definition of essentials. Authorities have discretion to assess what is reasonable to assist those in genuine need with regard to the examples above.
  4. Individual awards can be whatever type and amount is deemed appropriate by Authorities for the receiving household, bearing in mind the overall spend eligibility priorities listed above and the risk of fraud and error. Awards to any given household can cover several or only one of the spend eligibility categories listed above.
  5. Authorities should not make eligibility conditional on being employed or self-employed, or directly linked to a loss of earnings from employment or self-employment. This will ensure that there is no National Insurance contribution liability payable on any payments by either the citizen, the Authority or employer.
  6. The full HS5 guidance for local authorities can be found here:  
[HSF5 Guidance](#)
  7. All expenditure must be defrayed by 30 September 2024. Any remaining funding after this date should be returned to Oxfordshire County Council.

## **Annex A**

### Household Support Funding Grant Determination

[Household Support Fund Grant Determination 2024 No 31/7199 - GOV.UK \(www.gov.uk\)](#)

## **Schedule 1B – Residual Discretionary Housing Payment Funding**

1. In 2023/24 Oxfordshire County Council provided funding for Discretionary Housing Payments (DHP's) to match the annual government allocation to each of the City & District Councils. Provision was made for this funding to be carried forward into 2024/25. However the funding will need to be spent in the current financial year with any unspent fund being returned to the County Council so it can be reallocated to priority Cost of Living projects.
2. The criteria for this funding was set out in Schedule 1C of the 2023/24 Cost of Living grant agreement.
3. Quarterly monitoring will be required to show how this funding is being spent, and the projection for any underspend remaining at the end of the year. Details of this are set out in Schedule 3 below, and a monitoring sheet is provided alongside this grant agreement to collate this information.

## Schedule 2 Payment Schedule

1. The funding delegated from HSF5 will need to be claimed quarterly in arrears with payment being made once DWP have accepted the Council's claim and confirmed payment of the grant to the County Council.
2. The amounts in the table below are the maximum amount that may be claimed for this element of the Grant. Payment will be made following receipt of the required monitoring information, set out in Schedule 3. Payments will be made quarterly in arrears based on actual expenditure.

Table 2: Delegated HSF5 Funding Allocations

<b>Council</b>	<b>HSF5 Award</b>
Cherwell District	£64,135
Oxford City	£71,718
South Oxfordshire (the recipient)	£41,307
Vale of White Horse	£39,908
West Oxfordshire	£32,932

### **Schedule 3 Monitoring & Review**

1. The Council is required to complete quarterly monitoring reports for DWP in respect of HSF5 expenditure. These reports require a breakdown of expenditure in relation to the households being supported, the type of support being provided, and the nature of any funding directed to residents. Any remaining HSF5 after 30 September 2024 will need to be returned to Oxfordshire County Council.
2. Monitoring information is also required in respect of residual amounts of Discretionary Housing Payment funding allocated in 2023/24. Any remaining DHP funding after 31 March 2025 will need to be returned to Oxfordshire County Council.
3. To enhance the value of the monitoring process, some narrative reporting will also be required. This will be to showcase good practice and celebrate success, to identify gaps in provision and/or identify cohorts that have additional needs as well as to support reporting of the impact of the Cost of Living programme. Later in the year there may be a new round of the Household Support Fund. If so, expenditure within the new programme will be informed by the monitoring the Council receives.

#### **HSF5 delegated funding**

4. A link to the DWP guidance for reporting HSF5 management information is provided below. The information required for DWP has been transposed into an Excel template (provided separately) which should be completed for any projects funded by the delegated HSF5 grant. These must be returned in accordance with the timescales set out in Table 3 below. Where third parties are delivering any of the funded interventions, then the Recipient will need to obtain this data from those organisations.

#### **[HSF5 Reporting Guidance](#)**

5. The Council's Cost of Living programme manager (paul.wilding@oxfordshire.gov.uk) is available to provide support and advice in respect of these reporting requirements, as well as any other issues related to this funding.

#### **Residual DHP funding**

6. The Excel template referred to in paragraph 4 above also includes sheets for quarterly reporting of DHP expenditure, and the projected expenditure for the year. Table 3 below outlines the timescales for returning this information.

### **Narrative reports**

7. A single report must be provided at the end of the HSF5 funding period  
Narrative reports must include the information provided below.

- A case study or similar\*
- Any challenges faced in expenditure of this funding or delivery of funded projects
- Any new needs identified which are relevant to this work
- Areas of good practice and/or opportunities to celebrate success

\*The aim of the case study is to bring to life the impact of funded interventions. Where organisations are making use of alternative approaches to understanding the impact on beneficiaries, this can be included instead.

### **Reporting Schedule**

8. Table 3 sets out the reporting schedule and requirements.

Table 3. Reporting Schedule

<b>Reporting Period</b>	<b>Deadline for return to OCC</b>	<b>Deadline for return to DWP</b>	<b>Required Content</b>
1/4/24 – 30/06/24	12 July 24	19 July 24	HSF5 MI, DHP Expenditure
1/4/24 – 30/09/24	18 October 24	25 October 24	HSF5 MI, DHP Expenditure, Narrative report
1/4/24 – 31/12/24	17 January 25	n/a	DHP Expenditure
1/4/24 – 31/03/24	18 April 25	n/a	DHP Expenditure