

RIBBLE VALLEY BOROUGH COUNCIL REPORT TO HEALTH & HOUSING COMMITTEE

Agenda Item No. 8

meeting date: 6 JUNE 2019
title: FUNDING FOR HOMEWISE
submitted by: DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING
principal author: RACHAEL STOTT, HOUSING STRATEGY OFFICER

1 PURPOSE

- 1.1 To request approval to award a grant to Homewise Home Improvement Agency to support them in delivery of the service.
- 1.2 Relevance to the Council's ambitions and priorities
 - Community Objectives – To address the housing needs of the borough.
 - Corporate Priorities – To be a well managed and efficient Council.
 - Other Considerations – None.

2 BACKGROUND

- 2.1 Since 2014 Homewise have delivered the home improvement service for both Hyndburn and Ribble Valley. This service is valuable to anyone who is vulnerable in the borough and they offer a wide range of assistance as set out in the grant agreement. The service was commissioned by LCC and is funded through the Better Care Fund.

3 ISSUES

- 3.1 In addition to the LCC contract Ribble Valley have annually provided additional funding to support Homewise in the delivery of their service. The service delivered by Homewise is reported quarterly to the Council and the last return was reported to Health and Housing Committee in March. The work includes a wide range of assistance from dementia and memory matters support to handy persons jobs. The grant funding agreement is attached at Appendix 1.

4 RISK ASSESSMENT

- 4.1 The approval of this report may have the following implications
 - Resources – To assist in addressing the housing needs of vulnerable households in the borough.
 - Technical, Environmental and Legal – The HIS provides support to households to enable them to live independently.
 - Political - None
 - Reputation – Important we have a service to help older and vulnerable households.
 - Equality & Diversity – none

5 RECOMMENDED THAT COMMITTEE

- 5.1 Approve the grant award of £5,650 to Homewise to support delivery of the service.

RACHAEL STOTT
HOUSING STRATEGY OFFICER

NICOLA HOPKINS
DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

For further information please ask for Rachael Stott, extension 3235.



Ribble Valley
Borough Council

www.ribblevalley.gov.uk

RIBBLE VALLEY BOROUGH COUNCIL

AND

HOMEWISE SOCIETY

Grant Agreement relating to the provision of impartial
help and advice service
on all aspects of home improvements,
adaptations, repairs and maintenance

**GRANT FUNDING AGREEMENT
FOR ANNUAL GRANT 2019**

THIS AGREEMENT is made on

2018

Between

1. RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA and
2. HOMEWISE SOCIETY a Charitable Incorporated Organisation (CIO)-registration number 1179077 and whose registered address is at 2-4 Whalley Road, Accrington BB5 1AA

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the respective meanings hereby attributed to them

"the Council" means the above mentioned Ribble Valley Borough Council

"the Provider" means the above mentioned Homewise Society

"the Project" means the provision of impartial help and advice service on all aspects of home improvements, adaptations, repairs and maintenance specified in Schedule 2

"the Grant Funding" means the grant funding and arrangements for payment specified in Schedule 1

"the Term" means the period of this Agreement as specified in sub clause 3.1

1.4 The headings in this Agreement are for reference purposes only and shall not be deemed to be any indication of the clauses to which each relate.

1.5 Any reference in this Agreement to a clause or sub clause or Schedule shall unless stated to the contrary be construed as a reference to a clause or sub clause or Schedule of this Agreement.

- 1.6 Any reference to this Agreement shall where the context so demands include a reference to any Schedule thereto.
 - 1.7 Any reference in this Agreement to a statute shall where the context so demands include a reference to any regulations orders byelaws or other subordinate legislation made under such statute and shall unless stated to the contrary include any statutory extension modification or re-enactment of that statute or any subordinate legislation made thereunder.
2. Recitals
 - 2.1 Housing Services of the Council have awarded funding to the Provider. The grant funding has been awarded in order to support the delivery of the Project
3. Period of the Agreement
 - 3.1 This Grant Funding Agreement shall be for a period of one year commencing on the 1 April 2019 and ending on 31 March 2020
4. Grant Award
 - 4.1 The Council awards to the Provider the Grant Funding for the purpose of carrying out the Project in accordance with this Agreement.
 - 4.2 In discharging its obligations under this Agreement the Provider shall act as an independent organisation and not as an employee or an agent of the Council.
5. The Provider's Obligations
 - 5.1 The Provider will undertake the Project and apply the Grant Funding in accordance with the terms and conditions contained in this Agreement.
 - 5.2 The Provider shall in accordance with good financial management practice keep accurate financial records relating to the application of the Grant Funding and the carrying out of the Project. The Provider will provide financial records relating to this agreement upon being requested to do so by the Council.
 - 5.3 The Provider will ensure that the implementation of the Project is monitored and recorded on an on-going basis in such a manner as to demonstrate what has been done and the quality of the result which is being and/or has been achieved. The monitoring records must include the details specified in clause 7. The Provider will provide the monitoring records to the Council in accordance with the requirements of clause 7 and at any other time upon being requested to do so by the Council.
 - 5.4 The Provider will ensure that in discharging its obligations under this Agreement it complies with all relevant legal requirements, including (but not exclusively) those relating to employment, health and safety and environmental health matters.

- 5.5 The Provider shall not in connection with the carrying out of the Project incur any financial or other liability that it cannot meet. For the avoidance of doubt it is agreed between the parties that the Council will not meet any additional costs incurred by the Provider in connection with the provision of the Project without Council's prior written agreement.
6. The Council's Obligations
- 6.1 The Council shall subject to this Agreement pay the Grant Funding to the Provider in accordance with Schedule 1.
7. Monitoring and Review of the Project
- 7.1 The Monitoring Records that are to be maintained and produced by the Provider in accordance with clause 5.3 shall include monitoring reports submitted to the Council in accordance with the details set out in Schedule 2.
- 7.2 The Provider shall be represented by the Chief Officer for the Project at any review meetings convened by the Council to coincide with reporting obligations on the part of the Provider under sub clause 7.1
- 7.3 The Council may at any time during the Term issue a written notice to the Provider if the Project is not being provided satisfactorily in accordance with this Agreement. Such notice shall require the Provider to improve the quality of the provision of the Project in a specified manner within a specified period. In the event there is not a sufficient improvement within that period the Council may either at its discretion amend any term of the Agreement (including the amount of any payment to be made by the Council to the Provider under this Agreement) or terminate the Agreement with immediate effect in accordance with clause 10.2.
- 7.4 For the avoidance of doubt sub clauses 5.2, 5.3, 7.1, 10, 11 and 12 shall survive the termination of this Agreement.
8. Amendment of the Agreement
- 8.1 This Agreement may be altered or amended at any time by the written agreement of both parties
9. Assignment
- 9.1 The Provider shall not assign or sub contract any of its duties or obligations under this Agreement except with the Council's prior written consent.
10. Termination
- 10.1 Either party may terminate this Agreement by giving not less than three months prior written notice to the other party expiring at any time. Such termination shall not affect the subsisting rights and liabilities of either party to this Agreement.
- 10.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party in the event of a fundamental breach of any of its conditions by the party in receipt of the notice. Such termination shall

not affect the subsisting rights and liabilities of either party to this Agreement.

11. Termination Consequences

11.1 In the event of this Agreement being terminated whether by effluxion of time, notice, breach or otherwise the Provider shall repay to the Council within 14 days of termination any Grant Funding that it has received from the Council prior to the date of termination which has not been applied or contractually committed to the provision of the Project by the Provider prior to the date of termination or in the case of termination by notice the date of the service of a notice of termination.

11.2 The Council's obligation to make further payments to the Provider under the terms of this Agreement shall cease on the date upon termination of the Agreement

13. Receipt

13.1 The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statements in respect of such money.

14. Force majeure

14.1 Both parties shall be relieved from their respective obligations under this Agreement in the event that government regulation or any other cause whatsoever beyond the reasonable control of either of them renders the performance of this Agreement impossible whereupon clause 11 shall apply accordingly

15. Severance

15.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable or indications to that effect are given to either of the parties by any competent authority, the remaining provisions of this Agreement shall remain in full force and effect unless the Council in the Council's discretion decides that that the effect of such declaration is to defeat the original intention of the parties in which event the Council shall be entitled to terminate this Agreement by 21 days' notice to the Provider whereupon the provision of clause 11 shall apply.

16. Notices

16.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by pre-paid post electronic mail (backed up by correspondence), and shall be deemed to have been duly served;

16.1.1 in the case of notice delivered personally at the time of delivery

16.1.2 in the case of a notice sent by pre-paid post 2 clear business days after the day of despatch.

16.1.3 in the case of electronic transmission if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided in each case that a confirmatory copy is sent by pre-paid post or by hand at the end of the next business day

17. Waiver

17.1 The failure of either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

18. Rights Cumulative

18.1 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other rights granted by this Agreement or otherwise available to it.

19. Whole Agreement

19.1 Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent enquiries into all matters relevant to it.

20. Third Party Rights

20.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999

21. Warranty

21.1 Each of the parties warrant that it has power to enter this Agreement and that the respective signatories on behalf of the parties are properly authorised.

22. Change of Address

22.1 Each of the parties shall give notice to the other of the change or acquisition of any address, telephone number fax number or email address at the earliest possible opportunity but in any event within 48 hours of the change of acquisition.

23. VAT

23.1 Nothing in this Agreement amounts to the provision of services by the Provider to the Council and therefore any payments made by the Council to the Provider are not consideration for any supply. If however, following any audit of the Provider activities by HM Revenue and Customs it is determined that a taxable supply has been made to the Council the Council will pay any VAT which is properly due, on production of a valid VAT invoice.

Signed

Colin Hirst, Head of Regeneration and Housing
On behalf of Ribble Valley Borough Council

Signed

Duly authorised by Homewise Society
To sign this Agreement on its behalf

SCHEDULE 1

Grant Funding

1. The Council will pay to the Provider the total sum of £5650.00 , to be paid within 30 days of the date of receipt of the invoices.
2. The above payment is contingent upon the following:
 - (i) The Provider submitting an invoice for the total sum
 - (ii) Monitoring reports being presented to the Council at quarterly intervals as detailed in Schedule 2; and
 - (iii) The Provider complying with the requirements imposed by this agreement.

SCHEDULE 2

Project Specification

1. The Provider (a Home Improvement Agency) is assisting the Council in meeting its strategic priorities detailed in the Council's Housing Delivery Plan.
2. The Provider will provide a comprehensive, impartial help and advice service on all aspects of home improvements, adaptations, energy efficiency, repairs and maintenance to residents within the Council's area.
3. The Provider will give specific and additional support to older, disabled and vulnerable individuals and householders.
4. The Provider will work with the Council to assist in the delivery of specific initiatives in relation to the Project detailed in 2 above (eg Affordable Warmth Grants).

Outcomes/Monitoring

1. The Provider will submit quarterly monitoring information to the Council as detailed on the table below, such information to be provided on 30 June, 30 September and 31 December 2019 and 31 March 2020.
2. The Provider will provide additional specific monitoring information to the Council in order to comply with the requirements detailed in 4 above.