

**(DETAILS)  
GRANT FUNDING AGREEMENT**

**[DATE]**

**TAMESIDE METROPOLITAN BOROUGH COUNCIL (TMBC)**

**and**

**COUNCIL X**

---

**GRANT TERMS AND CONDITIONS TO SUPPORT THE DELIVERY OF THE  
GREATER MANCHESTER BUSINESS COMPLIANCE SERVICE**

---

Funding Programme: Greater Manchester Business Compliance Service

Funding period: Up to 31st March 2025

## 1. INTRODUCTION

- 1.1 Tameside Metropolitan Borough Council (TMBC) on behalf of the ten Greater Manchester (GM) local authorities successfully applied for funding from the Regulator's Pioneer Fund ("RPF") of £503,728 to establish a new business compliance service across Greater Manchester. The funding is subject to the terms of the MOU between TMBC and the Department for Trade and Business ("the RPF MOU") and includes an allocation for the creation of ten business compliance officers / environmental health graduates – one per local authority.
- 1.2 This is a grant funding agreement between TMBC and Council X and sets out the terms upon which TMBC agrees to grant funding to part-fund Council X from the RPF to employ a Business Compliance Officer / Environmental Health Graduate for 18-months ("the Grant") and includes a provision for them to complete a regulatory compliance officer apprenticeship level 4 / environmental health practitioner qualification ("the Project"). These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## 2. DEFINITIONS

**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.

**Data Protection Laws:** Means (i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of TMBC 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 TMBC; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with TMBC;
- (b) entering into this Agreement or any other contract with TMBC where a commission has been paid or has been agreed to be paid by Council X 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 TMBC;
- (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 TMBC; or
- (d) defrauding or attempting to defraud or conspiring to defraud TMBC.

### **3. PURPOSE OF GRANT**

- 3.1 **Council X** 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 TMBC.
- 3.2 **Council X** shall not make any significant change to the Project without TMBC's prior written agreement.

### **4. RESPONSIBILITIES OF TAMESIDE METROPOLITAN BOROUGH COUNCIL**

- 4.1 Subject to TMBC receiving the RPF funding in full under the RPF MOU, TMBC agrees to grant funding of up to £2394.75 per month between 1st October 2023 and 30th September 2024 and up to £2442.65 per month between 1st October 2024 and 31st March 2025, plus £150 per month (to cover additional overheads) between 1st October 2023 and 31st March 2025 to Council X. This funding must be used by Council X to deliver the Project. The officer will be employed to support Council X in taking part in the GM Business Compliance Service as funded by the Regulator's Pioneer Fund.
  - (a) In the event that the officer employed by **Council X** takes a period of parental leave or sick leave between 1st October 2023 and 31st March 2025, TMBC will continue to pay the funding outlined above.
  - (b) The payment will be made monthly in arrears, subject to the terms of this agreement being formally accepted and adhered to.
  - (c) TMBC will require details of the monthly cost of employing a Business Compliance Officer / Environmental Health Graduate (if different from the grant funding available, outlined above). Any costs of employing a Business Compliance Officer / Environmental Health Graduate in excess of the funding allocation outlined above will be covered by Council X. A standard financial reporting template (see Annex 1) will be circulated by TMBC for these purposes which must be signed by one of Council X's Finance Officers. TMBC will require an invoice to be raised at the end of each month for the total claimable costs for employment of a Business Compliance Officer / Environmental Health Graduate.

### **5. RESPONSIBILITIES OF **COUNCIL X****

- (a) **Council X** will use the grant solely for the purposes of employing a Business Compliance Officer / Environmental Health Graduate as part of the GM Business Compliance Service, subject to agreement with TMBC.
- (b) **Council X** will use monies from their Apprenticeship Levy to pay for the officer to complete a Regulatory Compliance Officer Apprenticeship, in line with agreed

timescales. Council X will seek agreement from TMBC to vary agreed timescales on training progression.

Or

Council X will pay for the costs of registering the Environmental Health Graduate with the Chartered Institute of Environmental Health (CIEH) in order to register as an Environmental Health Practitioner.

- (c) Council X will provide a monthly statement of costs incurred employing a Business Compliance Officer / Environmental Health Graduate during the preceding month, as set out in the standard financial template shown at Annex 1.
- (d) As required, Council X will pay any additional costs not covered by the grant funding outlined in 1.3 towards the salary and on-costs of the Business Compliance Officer / Environmental Health Graduate.
- (e) Council X will inform TMBC at the earliest reasonable time if they are unable to recruit an officer in line with the agreed timescale or if there is any reasonable likelihood of a change to the officer's employment or progression through their training.
- (f) Council X will provide the Business Compliance Officer / Environmental Health Graduate with necessary training/on-the job experience in order to complete their qualification. This will include 20% of their working week to complete their training/qualification.
- (g) Council X will release the Business Compliance Officer / Environmental Health Graduate for two-days per week so that they can complete tasks and duties for the GM Business Compliance Service.
- (h) Council X will respond to any reasonable requests for clarification or further information in respect of submissions described at 1.8 or 1.9.
- (i) Council X shall promptly repay to TMBC 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 Council X.
- (j) Any liabilities arising at the end of the Project must be managed and paid for by Council X using the Grant or other resources of Council X. There will be no additional funding available from TMBC for this purpose.

## 6. ACCOUNTS AND RECORDS

- (a) Council X shall keep separate, accurate and up to date accounts and records of the receipt and expenditure of the Grant monies received by it.
- (b) Council X 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. TMBC shall have the right to review, at TMBC's reasonable request, Council X'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.
- (c) Council X shall on request provide TMBC with such further information, explanations and documents as TMBC may reasonably require in order for it to

establish that the Grant has been used properly in accordance with this Agreement.

## **7. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

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

- (i) Council X uses the Grant for purposes other than those for which they have been awarded;
- (ii) the delivery of the Project does not start within [6 months] of the Commencement Date and Council X has failed to provide TMBC with a reasonable explanation for the delay;
- (iii) TMBC considers that Council X has not made satisfactory progress with the delivery of the Project;
- (iv) Council X is, in the reasonable opinion of TMBC, delivering the Project in a negligent manner;
- (v) Council X obtains duplicate funding from a third party for the Project;

## **8. LIMITATION OF LIABILITY**

8.1 TMBC accepts no liability for any consequences, whether direct or indirect, that may come about from Council X running the Project, the use of the Grant or from withdrawal of the Grant. Council X shall indemnify and hold harmless TMBC, 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 Council X in relation to the Project, the non-fulfilment of obligations of Council X under this Agreement or its obligations to third parties.

8.2 Subject to this clause, TMBC's liability under this Agreement is limited to the payment of the Grant.

## **9. WARRANTIES**

9.1 Council X undertakes and agrees that:

- (i) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (ii) it has not committed, nor shall it commit, any Prohibited Act;
- (iii) 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 TMBC immediately of any significant departure from such legislation, codes or recommendations;
- (iv) 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;

- (v) it is satisfied that the Grant to be made by TMBC pursuant to this Agreement complies with the requirements of the Subsidy Control Act 2022;
- (vi) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (vii) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (viii) all financial and other information concerning Council X which has been disclosed to TMBC is to the best of its knowledge and belief, true and accurate;
- (ix) 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;
- (x) it is not aware of anything in its own affairs, which it has not disclosed to TMBC or any of TMBC's advisers, which might reasonably have influenced the decision of TMBC to make the Grant on the terms contained in this Agreement; and
- (xi) since the date of its last accounts there has been no material change in its financial position or prospects.

## 10. INSURANCE

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

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

- (i) 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 Service; and
- (ii) employer's liability insurance with a limit of indemnity of not less than [five] million pounds **[ (£5,000,000) ]** in relation to any one claim or series of claims arising from the Service.
- (iii) professional indemnity 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 Service.

**10.3 Council X** shall (on request) supply to TMBC a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 11. DISPUTE RESOLUTION

11.1 In the event of any complaint or dispute (which does not relate to the TMBC'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 TMBC from time to time.

- 11.2 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 [Senior Responsible Officer] of TMBC and the [Chair OR Chief Executive] of Council X 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 TMBC and Council X.
- 11.3 In the absence of agreement under the above clause, 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.

## **12. DATA PROTECTION**

- 12.1 The Parties shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply and observe all applicable Data Protection Laws and privacy obligations in force from time to time in the UK; the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority, and any other applicable law or guidance about the processing of personal data and privacy which arises in connection with this Agreement.

## **13. ASSIGNMENT**

- 13.1 Council X may not, without the prior written consent of TMBC, 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.

**Declaration**

***I confirm and accept the terms of this agreement:***

Organisation:	
Signed on behalf of organisation:	
Print Name (BLOCK CAPITALS):	
Position:	
Date:	



## Annex 1 – Standard Financial Reporting Template

Period of claim: (Month) 202X to (Month) 202X					
Claim No:					
Please itemise the different elements of your claim on individual rows (please see worked example)					
Period	Grant claimed this period	VAT	Activities undertaken and Eligible Expenditure incurred (including consultant cost)	Evidence provided in support	Total Grant claimed this period (including VAT)
	(excluding VAT)				
<b>Totals</b>					

<u>Approved Match Funding (Optional)</u>		
Items	Budget (£)	Project spend (£)
		Period (i.e. 01/01/2023)
		(£)

## Annex 2 – The Project

The ten Greater Manchester local authority regulatory teams have always been keen to expand its business advice and support service to businesses which may not be able to access a primary authority partnership. As a result Tameside Council, on behalf of the ten GM local authorities, submitted a successful application for £503,728 to create a Business Compliance Service; the project will commence from 1<sup>st</sup> October 2023.

The Business Compliance Service will target new and existing GM businesses and provide them with regulatory advice and support across environmental health, trading standards and licensing. In brief, it will:

- Recruit an apprentice/student Business Compliance Officer to each LA – funded by the RPF for 18-months.
- Create mini-projects in each LA that support local business compliance.
- Create a central GM business compliance website with a repository of self-help documents and videos.
- Proactively contact all new businesses to check their understanding of what they need to do to ensure they comply with relevant regulations, as well as providing a one-stop shop for business seeking compliance advice and support. They will also target specific business in the event of new legislation or targeted campaigns.
- Complete the Regulatory Compliance Officer apprenticeship or Environmental Health Practitioner qualification depending on the role undertaken.
- Officers employed by each local authority would spend the remaining time in the LA, shadowing and learning from officers in order to gain a variety of experience.

As well as helping businesses, the funding will also help GM local authorities to help create a long-term, sustainable solution to overcome its workforce sustainability issues, particularly prominent in environmental health and trading standards.

Depending on the type of qualification undertaken by the Business Compliance Officer, each local authority will be required to pay for the final 6-months salary (£14,750 per authority) as well funding the apprenticeship levy (£6000 for a Regulatory Compliance Officer Apprenticeship) or the Environmental Health Practitioner registration (£649).

The senior responsible officer (SRO) for the project is Julian Jackson at Tameside Council.

The main work packages outlined in the RPF Application form were as follows:

- Business Compliance Service, providing reactive & proactive regulatory advice & support.
- Website Development – useful contacts, meet the regulators, suite of self-help information.
- Interactive and/or e-learning training programmes/events bringing together regulators and businesses.
- Virtual back catalogue of ‘how to’ videos to allow business to help themselves.
- A new suite of self-help business compliance services - documents, guides and welcome packs - for GM businesses covering environmental health, trading standards and licensing.

The aim of these work packages is to achieve the following impact/outcomes:

- Provision of a free consistent regulatory and compliance signposting service for businesses across Greater Manchester.
- Improvement in perception of regulators as an aid to growth & innovation rather than a barrier.
- Saving business time & money by helping them get regulation right first time and enable them to create new innovative products, services and solutions in Greater Manchester.
- Improvement in compliance for new & existing businesses.
- Ensuring that regulatory compliance becomes an integral part of business planning and success.
- Training and development of Business Compliance Officers.