

## **Workplace Travel Grant Scheme application**

1. Main applicant contact details (lead organisation/business)					
Organisation:	Liskeard Town Council				
Contact name and position:	Jacqui Orange (Facilities Manager)				
Postal address:	3-5 West Street Liskeard				
Email address:	facilities@liskeard.gov.uk				
Telephone:	01579 345407				
Is your organisation VAT registered?					
VAT registration number: GB 818323925					
Is your organisation voluntary, charity or social enterprise sector? (Please tick if yes)  Number of employees (including temporary and part-time staff)  14					
If you are applying for this funding jointly with other organisations, please give details below.  All correspondence should come from the lead organisation, as the Council will only deal with the individual who has signed this application form.  Partner 1					
Name of organisation					
Postal address					
Contact name					
No. of employees					
Partner 2					
Name of organisation					
Postal address					
Contact name					
No. of employees					

Partner 3		
Name of organisation		
Postal address		
Contact name		
No. of employees		
Partner 4		
Name of organisation		
Postal address		
Contact name		
No. of employees		
No. or employees		
	pport from each of the partner organisations listed above with your application	
form. These letters must be authority.	on the organisations headed paper and signed by a person with the appropriate	
3. Existing facilities/	aquinment	
Cycle parking	Electric car charge points Pool bicycles	
Pool cars (	Showers, lockers, changing room Other fleet vehicles	
	w facilities/equipment	
	workplace travel grant fund for? Please be specific.	
Liskeard Town Council are looking to purchase an e-cargo bike. An e-cargo bike will enable us to save on journey times and will help reduce the Council's carbon footprint. An e-cargo bike is a healthy and practical alternative to help our staff and volunteers get around and improve their health and fitness at the same time. An e-cargo bikes can carry up to 125kg (capacity 260L). In addition they have a GPS tracker and a phone app to help protect against theft and maintain a constant connection to the bike. The Public Hall is central location from which other community groups/organisations can collect the e-cargo bike. The Town Council already has a booking system that could be extended to manage the use of the e-cargo bike.		

5. Why you want to make this purchase				
This information should evidence that the facilities/equipment is appropriate and will be made best use of. It should clearly demonstrate a benefit to employees. Advice on how to do this can be found in the Guidance.				
Number of customers/visitors/members of the community who may use the facilities/equipment (approx.). 14				
Number of single occupancy car trips under 3 miles (or 6 for a return journey) which would reasonably be placed over a 12-month period (approx.).				
How you determined these figures:				
An average 5 trips per day (Mon-Fri) 51 weeks per year + 2 trips per day (Sat-Sun) 51 weeks per year.				
Does your application support a workplace travel plan? Yes No				
Other supporting evidence (use a separate sheet if necessary):				
The Town Council looks after buildings, green spaces, parks, allotments and public toilets. From our base in the Public Hall we travel by foot inspecting play equipment, collecting litter, emptying rubbish bins, moving tools, materials and equipment, and delivering stock. All our sites are within 1 mile of our base and take approx. 15 minutes to walk - this often has to be done several times a day. The Town Council has considered the purchase of a preowned diesel vehicle and/or asking staff to use their private vehicles especially aOccasionally staff are called on to use their on cars. Is it worth mentioning that under devolution we would expect to take on more sites, which would increase the number of trips and possible use of private cars. Se p				
6. Location				
The location of facilities/equipment can affect their usage. Please show where they will be situated on a separate site map or diagram.				
Why is this a good location? Is it close to an entrance, secure etc?				
Located at the Public Hall, 3-5 West Street, Liskeard, PL14 6BW. For use throughout the local area.				
7. Availability				
Who will the proposed new facilities/equipment be available to?				
Customers All employees Community groups/general public				
Customers All employees Community groups/general public				
Visitors Some employees Community groups/general public				

8. Monitoring It is a requirement of the Grant Funding that, as a minimum, you supply at least one set of monitoring information / report to the Council.				
Please say how you will monitor the impact the new facilities/equipment have on the way journeys are made to and from your site. Advice on how to do this can be found in the Guidance.				
GPS tracker/monitoring app. Booking system.				
9. Purchase costs				
Please give a breakdown of the costs involved in the purc that can be reclaimed by you from HMRC). <sup>1</sup>	hase of the facilities/equipment (exclusive of any VAT			
Total cost (including facilities, carriage and installation)	£ 7000.00 7,999.00			
10. Contributions				
Contribution from the lead organisation	£ 6000.00 6,999 · 100			
Contribution(s) from any partner(s)	£ 0			
Contribution from the Workplace Travel Grant	£ 1000.00			
Estimated time from order to completion of installation:	4 weeks			
Please tick the boxes below to confirm:				
The information provided in section 9 Purchase cost and 10 Contributions relates to the quote included in the supporting information				
11. Ownership and permissions	Yes No			
Do you own the property where the facilities/equipment will be installed?				
If you don't own the property, has your landlord/highways granted permission for the equipment to be installed as described?				
Is planning permission required?  For more information about planning permission please visit <a href="www.cornwall.gov.uk/planning">www.cornwall.gov.uk/planning</a>				
Are you purchasing and installing the new facilities/equipment on your own initiative rather than as part of a planning application?  Grants cannot be used for equipment or facilities required as part of a planning application				

<sup>&</sup>lt;sup>1</sup> Cornwall Council's procurement guidance sets out the following as best practice: Contracts below £25,000 require a minimum of 1 written quote, and contracts between £25,000 and £100,000 require a minimum of 3 quotes.

12. Supporting initiatives				
Please tick if you are engaged in any of the following:				
Voluntary Workplace Travel Plans - <u>www.cornwall.gov.uk/traveltowork</u>				
Cornwall Sustainability Awards - www.cornwallsustainab	<u>illityawards.org</u>			
Healthy Workplaces - www.behealthyatwork.org				
ACT Travelwise - www.acttravelwise.org				
Other (please give details) - Liskeard Local Cycling & V	Valking Infrastructure Plan 2021.			
13. Application documents				
Please tick to confirm the documentation you have included w	• •			
Application form: completed in full and signed off by two people within your organisation with the appropriate level of authority AND signature by the landowner/ owner of the site/property.				
A copy of your chosen quote from the supplier(s). This must be a written quote for your site; we cannot accept quotes directly from a catalogue.				
✓ VAT registration number (if registered for VAT)				
Supporting letters from all partner businesses listed under	er section 2, Partners contact details:			
Any other supporting evidence				
14. Sign off  By signing this Application Form, you confirm that the information you have provided in this Application Form is correct and you will comply with the terms and conditions attached to this Application Form.  This Application Form must be signed by two people within your organisation with the appropriate level of authority AND by the landowner/owner of the site/property where applicable.  Lead officer				
Name: Jacqui Orange	Date: 31.07.2023			
Job title: Facilites Manager	Signature: (Tick box to confirm Lead Officer signature)			
Director/senior manager	Ç.			
Name: Stephen Vinson	Date: 31.07.2023			
Job title: Town Clerk	Signature: (Tick box to confirm Director/ Senior manager signature)			
Landlord/property owner				
Name: Liskeard Town Council	Date: Stephen vison.			
Job title: N/A	Signature: (Tick box to confirm Landlord/Owner signature)			
	<u> </u>			
Please send the completed application form by email to traveltowork@cornwall.gov.uk				
All correspondence should come from the Main Applicant / Lead Officer. The Council will only correspond with the Lead Officer who has signed the application form.				

## **Terms and Conditions**

These terms and conditions (the "Agreement") set out the terms of the Workplace Travel Grant and/or the Cycle Parking Grant (the "Project") under which The Cornwall Council (the "Council") will provide grant funding to a successful applicant (the "Grant Recipient") for the purposes set out in the Applicants Application Form ("the Application Form") in relation to the Project. The letter of award (the "Award Letter") sent to the Grant Recipient by the Council sets out the value of grant (the "Grant Funding") that the Council will award to the Grant Recipient for the purposes of the Project set out in the Application Form (the "Project Works").

The Council is prepared to provide the Grant Funding set out in the Award Letter to the Grant Recipient for the purposes of the Project Works set out in the Grant Recipient's Application Form.

The payment of the Grant Funding is conditional upon the Grant Recipient accepting the terms and conditions as set out in this Agreement.

## Terms and Conditions of the Grant:

- The commencement date of this Agreement shall be the date on which the Award Letter is sent to the Grant Recipient ("the Commencement Date").
- Each Party warrants and represents to the other that it has the full authority, power and capacity to enter into these terms and conditions, and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.
- The Grant Funding will be paid direct to the Grant Recipient for the purposes of delivering the Project Works, payment will be made in arrears upon receipt of a Grant Claim Form provided to the Council that the Grant Recipient has completed the Project Works.
- No Grant Funding shall be paid until the Council is satisfied that such payment has been used for the proper expenditure in the delivery of the Project Works.
- 5. Payment of the Grant Funding to the Grant Recipient will be made in one lump sum on satisfactory completion of the Project Works and the submission of the Grant Claim Form to the Council. Payment of the Grant Funding will be made within thirty (30) days of the Council receiving the Grant Recipient's Grant Claim Form.
- 6. The amount of the Grant Funding shall not be increased in the event of any overspend by the Grant Recipient in the delivery of the Project Works.
- 7. The Grant Recipient will use the Grant Funding exclusively to fund the Project Works set out in detail in the Application Form.

- 8. The Grant Recipient agrees to facilitate delivery of the Project Works by:
  - a) ensuring it has expressly obtained any permission/consent required from its landlord or landowner, whether under a lease or otherwise (if applicable), the relevant highways authority or planning permission has been granted;
  - b) if required / agreed, sourcing all equipment required to deliver the Project Works ensuring the Council's Procurement Policy has been adhered to;
  - c) demonstrating financial management of the Project Works ensuring the appropriate records are kept and these records are available for audit purposes if necessary;
  - d) putting and keeping in place systems to prevent fraud / misappropriation of the Grant Funding;
  - e) providing the Council with a statement of expenditure on the Project Works and list of supporting documents including copies of original invoices or equivalent for all eligible expenditure incurred and photographic evidence demonstrating the installed facilities and equipment and any ongoing maintenance;
  - f) provide access visits to the Council to the facilities for the purposes of monitoring the progress of the Project Works;
  - g) notify your Council representative if the Grant Recipient is unable to meet its responsibilities under this Agreement for any reason;
  - notify your Council representative if any harm comes to any of the Project Works, including the facilities and /or equipment;
  - maintain the facilities and equipment for a minimum period of five (5) years from the completion of the Project Works as defined in the Award Letter.
  - j) not sell or dispose of the facilities or any of the equipment purchased with the Grant Funding for a minimum period of five (5) years from the completion of the Project Works as defined in the Award Letter.
  - k) providing to the Council on an as and when basis, but no later than one year after completion of the Project Works as defined in the Award Letter and in a form accepted by the Council, at least one report/ monitoring information, which sets out how the new facilities / equipment, the Project Works, have impacted on the way journeys are made to and from the site/property.

- 9. The Grant Recipient shall not make any changes to the Project Works without the Council's prior written agreement and any variation to this Agreement shall be binding only if it is recorded in a document signed by or on behalf of the Parties to this Agreement.
- The Grant Recipient will act in a fair and open manner without distinction as to race, religion, gender, sexual orientation age or disability, and in compliance with relevant legislation.
- 11. The Grant Recipient will ensure that it complies with all relevant national laws (including in relation to health and safety) in its use of Grant Funding for the delivery of the Project Works.
- 12. The Grant Recipient will be available for meetings as reasonably required by the Council and allow the Council and its agents and auditors full and free access to any records and accounts relating to the Grant Funding.
- 13. The Council and the Grant Recipient agree that all Intellectual Property Rights (including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, getup, database rights) whatsoever owned by either the Council or the Recipient before the Commencement Date shall remain the property of that party.
- 14. Where the Council has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Grant 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.
- 15. Any new or future Intellectual Property Rights arising from or as a result of the Project shall be owned by the producing party and where the Grant Recipient is the producing party, an irrevocable non-exclusive licence to make use of the Intellectual Property Rights is granted to the Council at the time of production.
- The Grant Recipient shall not publish any material referring to the Project without the prior written agreement of the Council.
- 17. The Grant 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 (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

- 18. The Grant Recipient agrees to give the Council an opportunity to add a quote to any press release with no less than five (5) working days before the intended date of issue and to keep the Council informed of any media requests for interviews or statements and give the Council the opportunity to participate or comment.
- 19. The Grant Recipient agrees to participate in and cooperate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 20. The Council may acknowledge the Grant Recipient's involvement in the Project as appropriate without prior notice. Such acknowledgements may include the Grant Recipient's name and logo (or any future name or logo adopted by the Grant Recipient).
- 21. The Grant Recipient shall comply with all reasonable requests from the Council to allow visits, photographs and contribute to case studies that will assist the Council in their promotional activities.
- 22. The Parties must comply with the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) as applicable.
- 23. The Grant Recipient acknowledges the Council's respective duties under the Freedom of Information Act 2000 (FOIA). The Grant Recipient shall give all reasonable assistance to the Council where appropriate or necessary to comply with such duties. The Grant Recipient shall transfer any request under the FOIA to the Council within two (2) working days of such a request and shall not respond to such request unless directed to by the Council. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004 (EIRs) the content of this Agreement is not confidential information.
- 24. The Council may withhold or demand repayment of the Grant Funding in whole or in part at its absolute discretion, if the Grant Recipient:
  - a. fails to comply with the terms of this Agreement;
  - b. fails to obtain landlord or landowner consent (if applicable) or highway authority or planning permission consents (if applicable);
  - obtains duplicate funding from a third party for the Project;
  - d. gives significantly misleading or inaccurate information, whether deliberate or accidental;
  - e. withholds information that the Council has reasonably requested that could affect the Council's decision to continue or withdraw all or part of the Grant Funding;

- 25. In the event of termination of this Agreement, the Council shall cease to be under any obligation to the Grant Recipient and all payments of Grant Funding shall cease immediately.
- 26. In the event of termination of this Agreement, the Grant Recipient shall promptly return all Grant Funding to it, or proportion thereof, not properly utilised or applied to the delivery of the Project Works.
- 27. The Grant 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 Funding has been paid in error before all conditions attaching to the Agreement have been complied with by the Grant Recipient.
- 28. If repayment of the Grant Funding is required a notice will be sent to the Grant Recipient setting out the amount of overpayment that the Council considers has occurred together with the level of repayment required.
- 29. If repayment of the Grant Funding is required the Grant Recipient shall either pay the amount or agree to the amount being offset from a future payment of Grant Funding at the request of the Council.
- 30. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant Funding or from withdrawal of the Grant Funding. The Grant 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 Grant Recipient in relation to the Project, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.
- 31. Neither Party excludes or limits liability to the other for:
  - a) death or personal injury caused by its negligence;
  - b) Fraud or fraudulent misrepresentation;
  - c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - d) any other matter which, by law, may not be excluded or limited.
- 32. This Agreement may be terminated by the Council on the giving of one (1) month's written notice to the Grant Recipient or on immediate notice if the Grant Recipient is in breach of any of the terms contained in paragraph 24 above.

- 33. On termination of the Agreement each party shall:
  - (a) return the pre-existing information or materials to the party that provided the information; and
  - (b) repay any unused sums (less any monies contractually committed to be paid) at the date of termination to the Council.
  - (c) return all information generated under this Agreement to the party that is the controller for that information.
- 34. Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by electronic mail to the relevant party required to receive the notice or communication to the addresses stated at the top of this Agreement or as otherwise specified by the relevant party by notice in writing to the other party.
- 35. If the Grant Recipient intends to assign, sub-contract or in any other way dispose of the land to which this Agreement applies or any part of it to any person, firm or company, then the Grant Recipient will give the Council not less than three (3) months' notice of the intended transfer.
- 36. In the event of a dispute between the Council and the Grant Recipient arising in connection with the Agreement the Council and the Grant Recipient shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Council and the Grant Recipient fail to resolve such disputes, the dispute shall be referred to the Head of Service of the Council and the Grant Recipient. In the absence of any agreement the matter should be referred to mediation and the Parties shall bear the costs and expenses of the mediation equally. The submission of either Party to this clause shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.
- 37. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 38. Each Party acknowledges that these terms and conditions and any Appendices thereto contain the whole Agreement between the parties and supersedes any previous agreement between the parties whether written or oral.
- 39. The terms of this Agreement are subject to English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.