DATED

GRANT AGREEMENT

between

LEICESTERSHIRE COUNTY COUNCIL

and

MELTON BOROUGH COUNCIL

CONTENTS

CLAUS	SE	
1.	Definitions	1
2.	Purpose of Grant	4
2A.	Recipient Obligations	4
3.	Payment of Grant	7
4.	Use of Grant	8
5.	Accounts and records	9
6.	Monitoring and reporting	9
7.	Acknowledgment and publicity	10
8.	Intellectual Property Rights	11
9.	Confidentiality	12
10.	Freedom of information	12
11.	Data protection	13
12.	Withholding, suspending and repayment of Grant	14
13.	Anti-discrimination	16
14.	Human rights	16
15.	Limitation of liability	16
15A	State Aid	17
16.	Warranties	
17.	Insurance	
18.	Duration	
19.	Termination	19
20.	Assignment	20
21.	Waiver	20
22.	Notices	20
23.	Dispute resolution	20
24.	No partnership or agency	21
25.	Variation	21
26.	Contracts (Rights of Third Parties) Act 1999	21
27.	Governing law	21

SCHEDULE

- SCHEDULE 1 THE PROJECT
- SCHEDULE 2 PAYMENT SCHEDULE
- SCHEDULE 3 BREAKDOWN OF GRANT
- SCHEDULE 4 KEY PERFORMANCE INDICATORS
- SCHEDULE 5 SAFEGUARDING CHECKLIST

SCHEDULE 6 BRANDING GUIDELINES

PARTIES

- (1) LEICESTERSHIRE COUNTY COUNCIL, whose principal address is at County Hall, Glenfield, Leicester LE3 8RA on behalf of LEICESTERSHIRE AND RUTLAND SPORT, whose principal address is SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF ("the Funder").
- (2) MELTON BOROUGH COUNCIL whose principal address is at Parkside, Burton Street, Station Approach, Melton Mowbray, Leicestershire, LE13 1GH ("the Recipient").

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient 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 Funder 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:

Agreement: means this Grant Agreement and all schedules and appendices annexed hereto or referred herein.

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.

Caldicott Principles: means the seven revised principles detailed in the Department of Health's *"Information– to Share or not to Share" 2013.*¹

Commencement Date: 1st April 2020.

Commissioning Evaluation Framework: means the Physical Activity And Sport Evaluation Framework set out in Schedule 4 Annex A.

Data Controller: as defined by the applicable Data Protection Legislation.

Data Protection Legislation: the General Data Protection Regulation *((EU) 2016/679)* (GDPR), the Law Enforcement Directive (Directive (EU) 2016/680 (LED) and any national implementing laws, regulations and secondary

¹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251750/9731-2901141-TSO-Caldicott-Government Response ACCESSIBLE.PDF

legislation, as amended or updated from time to time in the UK including the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy.

Equity Statement: means a statement detailing how an organisation's services/amenities are open to all persons and shall be offered for use in a non-discriminatory manner and further detailing steps an organisation is taking to remove barriers to participation.

First Instalment: means the first payment to be made to the Recipient the amount of which payment is set out at Schedule 3.

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

Grant: the sum of £54,345 (Fifty Four Thousand, Three Hundred and Forty Five Pounds) to be paid to the Recipient in accordance with this Agreement and shown at Schedule 3.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2021.

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.

Key Performance Indicators: as set out in Schedule 4 (Key Performance Indicators) of this Agreement

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.

Leicester-Shire and Rutland Sport and Leicestershire County Council Sport and Physical Activity Plan: means the plan set out at Schedule 1 -Annex 1.

Locality Action Plan: the Recipient's Locality Action Plan as described and set out in Schedule 1 – Annex 2.

LRS: Leicester-Shire and Rutland Sport.

LRS Lead Officer: the person appointed by LRS to manage the Project on behalf of the Funder.

Outcomes: those outcomes as set out in Schedule 1.

Personal Data: as defined by the applicable Data Protection Legislation.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any employee or servant of the Funder any gift or consideration of any kind as an inducement or reward for:
 - 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 Funder; or
 - showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder 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 Funder;
- (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 Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

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

Recipient Lead Officer: the person appointed by the Recipient to manage the Project on the Recipient's behalf.

Second Instalment: means the second payment to be made to the Recipient the amount of which payment is set out at Schedule 3.

Sport and Physical Activity Commissioning Group: the group charged with representing the Funder and reporting in to LRS board.

Sub-Recipient(s): any organisation, body, person or otherwise appointed or instructed by the Recipient to deliver or co-deliver with the Recipient any part of the Project.

1A. A reference to a statute or statutory provision and any national implementing laws, regulations and secondary legislation is a reference to it as amended, extended or re-enacted from time to time.

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 Funder.
- 2.2 Any Grant funding allocated specifically for FaME (Steady Steps), School Physical Activity Pathway and Community Physical Activity Pathway must be ring fenced by the Recipient and applied for the sole purpose of these priorities.
- 2.3 Where any part of the Grant is to be utilised for the benefit of the FaME (Steady Steps) element of the Project the Recipient shall not make any charge for the classes, programme (or otherwise) that they run.
- 2.4 Other than minor changes the Recipient shall not make any significant change to the Locality Action Plan without the Funder's prior written agreement.
- 2.5 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder 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 Funder is funding in full under this Agreement.

2A RECIPIENT OBLIGATIONS

- 2A.1 Where applicable, the Recipient shall ensure that it:
 - carries out a procurement compliant with European Union requirements and law, domestic law (including the Public Contract Regulations 2015) and the Recipient's own internal processes; and
 - (ii) enters into appropriate terms and conditions (which include any obligations, requirements, responsibilities, outputs and

outcomes as set out in this Agreement and in accordance with the Project)

with any Sub-Recipient appointed by the Recipient to assist with the delivery or co-delivery of any part of the Project.

- 2A.2 The Recipient shall deliver sport and physical activity programmes subject to the criteria stated in the Leicester-Shire and Rutland Sport and Leicestershire County Council Sport and Physical Activity Plan and in accordance with the Locality Action Plan.
- 2A.3 If applicable, the Recipient shall host a coordinator(s) (or equivalent) to achieve the aims of the Project as outlined in the Locality Action Plan.
- 2A.4 The Recipient shall provide a Recipient Lead Officer to report and to coordinate the Project on behalf of the Recipient, to represent the Recipient on relevant steering groups, sub groups, planning groups and the like, and to report to LRS on performance.
- 2A.5 The Recipient shall ensure accurate data is collected, collated and submitted to LRS and shall adhere to the monitoring and evaluation protocols and agreed Key Performance Indicators set out in this Agreement and the Leicester-Shire and Rutland Sport and Leicestershire County Council Sport and Physical Activity Plan.
- 2A.6 The Recipient shall compose at least one case study for each of the programme tabs which will highlight key successes/ ways of working at the end of each 6 month reporting period of the project. Case studies should highlight the qualitative and quantitative impact of projects with a focus on whole projects, individual activities/ events and individual participants.
- 2A.7 In assessing the Project, the Recipient shall use the Commissioning Evaluation Framework and specific evaluation tools in assessing the benefits and impact of sport and physical activity interventions and in accordance with clause 6.2 shall report to the Funder on such validated assessments.
- 2A.8 The Recipient should only work with Sub-Recipients that can demonstrate that they are fit for purpose (i.e. club is constituted, has safeguarding policies in place, has an Equity Statement, use appropriately qualified coaches / instructors, use appropriate equipment).
- 2A.9 The Recipient shall, and shall ensure that all deliverers including any Sub-Recipients (either employed, voluntary, appointed or procured) shall:
 - (a) hold the appropriate level of qualification; and

- (b) have sufficient safeguarding policies in respect of both Children & Young People and Adults at Risk which meets the requirements of the activity, the NGB of a sport, the Local Authority, the Funder, LRS, School or other and shall supply to the Funder immediately upon request by the Funder a copy of all such policies; and
- (c) complete the Safeguarding Checklist as set out in Schedule 5 and ensure the Safeguarding Checklist is used to shape programme delivery and planning; and
- (d) have completed appropriate safeguarding and equality training; and
- (e) comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended from time to time); and
- (f) ensure checks in respect of any staff, volunteers or otherwise or any Sub-Recipient's staff, volunteers or otherwise are carried out with the Disclosure and Barring Services ("DBS") (including as appropriate, checks on the Children's Barred Lists and Adults Barred Lists) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions or other relevant information subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), where the provision of the Project or any part of the Project as detailed in the Locality Action Plan involves such persons working with children or vulnerable members of society; and
- (g) ensure all enhanced DBS checks including checks on the Children's Barred Lists and the Adults Barred Lists are renewed every three years; and
- (h) not employ any person or continue to employ any person who appears unsuitable as a result of information received from the checks; and
- (i) immediately report to the Funder any safeguarding concerns or incidents that may arise; and
- (j) ensure that managers and deliverers are familiar with the Working Together to Safeguard Children guidance (2018) and ensure interagency working to safeguard and promote the welfare of children.
- 2A.9A The Recipient shall carry out at least two spot checks during the Grant Period on a minimum of one third of all Sub-Recipients to ensure the high quality of service and delivery, and where any Sub-Recipient is failing to meet such standard the Recipient shall take any such action as is necessary and appropriate in the given circumstances to remedy such failure. Where such failure cannot be remedied or where the Sub-Recipient fails to co-operate

with the remedial measures required the Recipient shall terminate the Sub-Recipients involvement and notify the Funder immediately.

- 2A.10 The Recipient shall consider the sustainability of the activities, including through the development of participants, volunteers, residents and by working with partners to build capacity locally and encouraging communities to support and help themselves. Income generated through the delivery of the Project (through appropriate charges to participants) shall be redirected back into the Project to enable activities to continue.
- 2A.11 The Recipient shall deliver a balanced sport and physical activity offer which will encourage all members of the population to develop an active lifestyle. Localities should ensure that activities delivered have a targeted approach, focusing on those sectors of the community who currently do very little or no physical activity. Interventions should be identified on a needs basis.
- 2A.12 Where the Funder has secured external third party funding for the purpose of any element of the Project the Recipient shall (and shall ensure any Sub-Recipient shall) do all that is required by the Funder, to ensure the Funder remains compliant with any obligations, requirements or otherwise of any external third party funder.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due.
- 3.2 The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.3 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.5 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.6 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

- 3.7 The Recipient shall promptly repay to the Funder 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.
- 3.8 Without prejudice to any other rights the Funder may have under this Agreement, the Funder shall have the right to review and revise the amount of the Grant at any time and without notice in the event it becomes apparent from review of any documentation or otherwise that the Grant exceeds or will exceed the net costs of the Project.

4. USE OF GRANT

- 4.1 Subject to clause 2.2 the Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed grant parameters set out in Schedule 1 unless otherwise agreed in writing by the Funder or LRS on behalf of the Funder.
- 4.1A The Recipient shall ensure that the Grant is used solely to meet the net costs only incurred in delivery of the Project.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding together with a clear description of what the funding is to be used for shall be notified to the Funder.
- 4.3 The Recipient shall not use the Grant to:
 - (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 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 Funder or, if agreed in writing by the Funder or LRS on behalf of the Funder, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient and/or its Sub-Recipients to deliver the Project must be managed and paid for by the Recipient and/or its Sub Recipients. There will be no additional funding available from the Funder for this purpose and for the avoidance of any doubt the Recipient agrees that the Funder shall not be responsible for such liabilities.

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 Funder shall have the right to review, at the Funder'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 Funder with a copy of its annual accounts within six months (or such lesser period as the Funder 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 Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

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 Funder with financial reports and operational reports including reports generated as part of Commissioning Evaluation Framework assessments or any validated evaluations under clause 2A.7 on its use of the Grant and delivery of the Project in such formats and on such frequency as the Funder may reasonably require. The Recipient will be required to attend at least two improvement meetings with LRS / the Sport and Physical Activity Group during the Grant Period and shall submit 6 monthly reporting on the Locality Action Plan to LRS which will include

evidence relating to actual spend, attendance, total participants, value for money, targets, income, case-study per life-stage and equity data (a breakdown of participants according to their gender, ethnic minority and disability status) as detailed in Schedule 4. The Recipient shall provide the Funder with each report without delay and where the Funder requires, the Recipient shall meet with the Funder to discuss the progress made.

- 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 on request provide the Funder with such further information, explanations and documents as the Funder 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 Funder 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 Funder for the purpose to visit the Recipient at the Funder's request and upon reasonable notice to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder 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 Funder 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 Funder as the source of the Grant.
- 7.2 The Recipient shall (and shall ensure that any Sub-Recipient shall) recognise the Funder in all promotional material.
- 7.3 In using the Funder's name and logo, the Recipient shall (and shall ensure that any Sub-Recipient shall) comply with all reasonable branding guidelines issued by the Funder and/or LRS ("Branding Guidelines") which are set out in

Schedule 6 and as may be updated and/or amended by the Funder and/or LRS from time to time.

- 7.4 The Recipient agrees (and shall ensure that any Sub-Recipient agrees) to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's and/or any Sub-Recipients involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall (and shall ensure that any Sub-Recipient shall) comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.
- 7.7 The Recipient shall ensure that the supplementary brand of Active Together or one of its associated sub-brands is used as detailed in the Schedule 6 Branding Guidelines and as may be updated and/or amended by the Funder and/or LRS from time to time.
- 7.8 The Recipient shall add their sessions and activities onto the Leicester-Shire & Rutland Sport ((LRS) 'Get Active Search Engine' https://www.lrsport.org/getactive. Active Get allows users/general public/customers to search for a range of opportunities to take part in sport and physical activity across Leicestershire, Leicester and Rutland. Get Active provides recipients with one platform in which to promote their sessions and activities and gain further exposure through LRS' A-Z of Sport/Physical Activity, Social Media accounts and Newsletters.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder 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 Funder 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 Funder 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 Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10, 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 or as may be required by law.
- 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; or
 - (d) is required to be disclosed by a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004

10. FREEDOM OF INFORMATION

10.1 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with each other (at each parties own expense) to enable each other to comply with the information disclosure requirements thereunder.

11. DATA PROTECTION

- 11.1 The Parties shall at all times comply with the Data Protection Legislation.
- 11.2 The Funder and the Recipient acknowledge that each Party is individually a Data Controller in respect of any Personal Data processed by it and each

agrees to comply with its obligations under Data Protection Legislation accordingly. Where applicable, the Parties shall also give full regard to the Caldicott Principles.

- 11.3 The Recipient shall procure that any of its staff, agents or any Sub-Recipient involved in the provision of the Agreement shall comply with their obligations under Data Protection Legislation and shall enter into appropriate arrangements with third parties.
- 11.4 The Recipient acknowledges that the Funder may refer an individual to the Recipient through the Funder's First Contact Plus (Theseus) referral system to enable the individual to receive appropriate Sport and Physical Activity support from the Recipient. In such circumstances, the Funder will share the individuals Personal Data, by giving the Recipient limited direct access to the Funder's First Contact Plus (Theseus) system to obtain the following Personal Data about the individual:
 - (i) Name;
 - (ii) Address;
 - (iii) Contact telephone number;
 - (iv) Medical information (if provided);
 - (v) Demographic/ethnicity/disability data;
 - (vi) Responses to questionnaires about quality of life/readiness to change;
 - (vii) Levels of activity;
 - (viii) Name of GP surgery (if provided)

and as Data Controller of that Personal Data the Recipient will determine the purpose and most appropriate activity and level of activity for that individual.

11.5 In the event that the Parties agree that it is necessary to share, exchange or jointly hold Personal Data for the purpose of fulfilling the Parties obligations under this Agreement (except where one Party shall be processing Personal Data on the other Party's behalf) then the Parties shall:

(i) where possible in order to facilitate the exchange of information anonymise or aggregate such information to the degree that it does not identify any individual; and (ii) agree such additional or varied terms as are necessary to ensure full compliance with the Data Protection Legislation

- 11.6 In the event that the Funder determines that the Recipient is processing Personal Data on the Funder's behalf then the Recipient shall immediately enter into a Data Processing Agreement with the Funder on reasonable terms to be determined by the Funder to ensure full compliance with the Data Failure by the Recipient to enter into such an Protection Legislation. agreement shall constitute a serious breach of this Agreement and the Funder may exercise its rights under this Agreement to withhold/suspend/reduce payment or require payment in full or part of the Grant in accordance with clause 12 and/or terminate this Agreement in accordance with clause 19.
- 11.7 The Recipient shall indemnify and keep the Funder indemnified in full for any and all costs, claims, losses, damages, expenses, penalties or otherwise for which the Funder may become liable as a result of the Recipient's failure (or the Recipient's employees, agents or any Sub-Recipient's failure) to comply with their obligations under the Data Protection Legislation or this clause 11.
- 11.8 Any clause in this Agreement limiting the Recipient's liability in respect of any obligations, costs, claims, losses, damages, expenses, penalties or otherwise under the Data Protection Legislation and/or this clause 11 shall not apply.
- 11.9 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 Subject to clause 3.2, the Funder's intention is that the Grant will be paid to the Recipient in full during the Grant Period and in accordance with Schedule 2. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or reduce the amount of the First Instalment and/or the Second Instalment 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 Funder with a reasonable explanation for the delay;
 - (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project or has failed (or is at risk of failing) to achieve the Outcomes;

- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner or is in breach of this Agreement;
- (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 Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder 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 Funder, bring or are likely to bring the Funder'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;
- 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) the Grant or any part of it is adjudged to constitute illegal State Aid or amounts to aid which overcompensates the Recipient for the Project; or
- (n) The Recipient has failed to comply with European Union procurement law, national law, State aid requirements and/or the Recipient's own internal procurement processes, as appropriate.
- 12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time

may become due, to the Recipient under the Agreement or under any other agreement or contract with the Funder.

- 12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 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 Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder 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 and Sub-Recipients engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff and/or Sub-Recipients shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the granting of the Grant, the Recipient running the Project, the use of the Grant or from withdrawal/repayment of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages, penalties, interest and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient and/or any Sub-Recipient in relation to the Project,

the non-fulfilment of obligations of the Recipient and/or any Sub-Recipient under this Agreement, the granting of the Grant under this Agreement, or the Recipient's and/or any Sub-Recipients obligations to third parties.

15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

15A STATE AID

- 15A.1 The Grant funding is subject to the European Union State Aid rules and the Recipient accepts that although the Funder has used its best endeavours in this regard the Funder accepts no liability and makes no assurance that the funding is compliant with State Aid rules. In the event that the Grant funding (whether in whole or in part) is adjudged to constitute illegal State Aid the Recipient agrees to make any necessary repayment and shall indemnify and save harmless the Funder against all claims, demands, actions, costs, expenses, penalties, losses, damages, interest and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting illegal State Aid.
- 15A.2 In the event the Recipient appoints or instructs a Sub-Recipient to assist with the delivery of any part of the Project, the Recipient shall:
 - (a) assess and address the issue of State Aid (in the absence of a procurement compliant with EU requirements and the Recipients own internal processes); and
 - (b) where the Recipient considers State Aid to apply, it shall ensure the State Aid rules and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes illegal State Aid; and
 - (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the Sub-Recipient, to apply in the event any aid is adjudged to be illegal State Aid and/or amounts to aid which overcompensates the Sub-Recipient for the goods/services obtained
- 15.A.3 In the event that the Recipient alters the Locality Action Plan and/or any part of the Project, either with or without the prior approval of the Funder, then the Recipient shall:
 - (a) consider the potential State Aid implications of that alteration; and

(b) take all necessary steps to ensure that any alteration is compliant with the State Aid rules; and

(c) shall notify the Funder of any alterations with State Aid implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the State Aid implications.

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, law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, law, 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 has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) 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;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.
- (k) it shall use the Grant for the sole purpose of covering the net costs of the Project.

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 ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Service; and
 - (b) 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.
- 17.3 The Recipient shall ensure all Sub-Recipients have in full force and effect the Required Insurances.
- 17.4 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient and the Funder has agreed the Recipient may retain such unspent Grant monies in accordance with Clause 4.5, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry of the Agreement shall survive such expiry and continue in full force and effect until they have been fulfilled.

19. TERMINATION

- 19.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient one months' written notice should it be required to do so by financial restraints or for any reason as stated in Clause 12.1(a) (n).
- 19.2 If this Agreement is terminated as a result of any matter/reason identified in Clause 12.1(a) (n) then clause 12.1 will apply.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, 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

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

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, 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 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 In the event of any complaint or dispute (which does not relate to the Funder'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 LRS Lead Officer or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the LRS Lead Officer or other nominated individual, as the case may be, either party may refer the matter to the Sport and Physical Activity Commissioning Group, with an instruction to attempt to resolve the dispute within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, 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.

24. NO PARTNERSHIP OR AGENCY

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

Subject to clause 2.2 the terms of this Agreement may only be varied by joint agreement between the Funder (or LRS on behalf of the Funder) and the Recipient in writing.

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.

This document has been executed and delivered as a deed.

Schedule 1 The Project

The project is to enable the Recipient to facilitate the development of a single, balanced local offer of sport and physical activity. The offer should address the whole system of sport and physical activity so that helping people to be active is everyone's responsibility. The offer should work across the life course to prevent ill health through physical activity and use physical activity to minimise the burden of physical and mental ill-health when it does arise. The project should ensure that resources are focused where they have the greatest impact, supporting individuals and communities to help themselves and move away from, or requiring the need for, high cost specialist services.

The Locality Action Plan details a number of activities/programmes that together form the "Project". The recipient is required to deliver the Locality Action Plan in accordance with the Leicestershire County Council Sport and Physical Activity Plan (as attached as Annex 1 of this Schedule) which outlines the local delivery model against a number of priorities (Community Physical Activity Pathway and School Physical Activity Pathway; Specialist Programmes, Supported Programmes, Targeted / Community / Settings Programmes, Population / Brief Advice / Signposting) and foundations / guiding principles (systems working, responsive opportunities, well led, insight, workforce and marcomms).

Annex 1

Leicester-Shire and Rutland Sport and Leicestershire County Council Sport and Physical Activity Plan

The Leicester-Shire and Rutland Sport and Leicestershire County Council Sport and Physical Activity Plan is embedded below and detailed on the CD attached hereto



Annex 2

Locality Action Plan

The Locality Action Plan is embedded below and detailed on the CD attached hereto



Schedule 2 - Payment Schedule

- 1. Upon successful assessment of the Locality Action Plan, the Recipient may submit an invoice for the First Instalment of the total Grant awarded for the Project by July 2020.
- 2. Subject to a satisfactory appraisal by the Funder of the Recipient's Project during the first 6 months from the Commencement Date and any required improvements arising therefrom which the Funder may deem necessary, along with the submission of monitoring and evaluation reports by the Recipient in October 2020 and the outcome of the performance management 1-2-1 meetings in November/December 2020, the Recipient may submit an invoice for the Second Instalment in January 2021.
- 3. Subject to clauses 3.2 and 12 of this Agreement and the Recipient complying with the terms and conditions set out in this Agreement and upon receipt of an undisputed invoice the Funder shall pay the Recipient the First Instalment and the Second Instalment within 30 days from the date the Funder receives the invoice.
- 4. The Recipient shall submit all invoices to: Leicestershire County Council, c/o Leicester-Shire and Rutland Sport, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF and shall ensure the following information is recorded on each invoice: Leicestershire County Council, PO Box 1477, Northampton, NN2 1ER.

Schedule 3 - Breakdown of Grant

Total Grant: £54,345.00

First Instalment: £27,172.50

Second Instalment: £27,172.50

Schedule 4– Key Performance Indicators

- 1. The agreed Key Performance Indicators for this project are:
 - (a) To increase participation levels in physical activity and sport and impact on associated health conditions across the life courses as demonstrated through national / local measures such as Active Lives Survey, Health Profiles, , NCMP, Obesity measures etc.
 - (b) As a local proxy measure, to monitor and evaluate total attendances, expenditure, value for money, total participants, income and equity data (see clause 6.2) on a six monthly basis.
 - (c) Compose at least 1 case study per programme tab which will highlight key successes/ ways of working at the end of each 6 month reporting period of the project. Case studies should highlight the qualitative and quantitative impact of projects with a focus on whole projects, individual activities/ events and individual participants.
 - (d) Utilise validated evaluation tools/methods. Validated data should be reported for programmes where possible to support the demonstration of the impact of the programmes.
 - (e) Specific project evaluations should be adhered to and localities should implement the Commissioning Evaluation Framework when monitoring and evaluating their programmes. Further advice and guidance will be supplied by the LRS Lead Officer and Sport and Physical Activity Commissioning Group or the funder where applicable.
 - (f) As per those set out in the Locality Action Plan.

Annex A

Commissioning Evaluation Framework

The Commissioning Evaluation Framework is embedded below and detailed on the CD attached hereto.



Schedule 5 – Safeguarding Checklist

1. This Safeguarding Checklist must be completed. All criteria highlighted in RED must be in place and a copy of this <u>signed</u> checklist completed with or sent to the LRS Lead Officer prior to delivery commencing. No supplementary evidence is required to be sent in with this self-assessment checklist but it must be available for inspection if required.

Key to Criteria:

Red – an essential element that must be in place prior to delivery commencing

Green – a desirable element that can be planned & achieved at a later date

Please ✓ as appropriate		
YES	NO	Planned date
-		

Is there a named individual within the policy to whom safeguarding concerns can be reported?		
Has the policy been endorsed by, or based upon, a reliable source e.g. NSPCC, NGB, Leicestershire and Rutland Safeguarding Partnership and Leicestershire and Rutland Safeguarding Adults Board, Children's Social Care?		
2. Procedures		
Do the procedures contain clear instructions on what to do in the event of an allegation, incident or suspicion of abuse or poor practice against those involved within the organisation/club/activity?		
Do the procedures contain clear instructions on what to do in the event of concerns about the welfare or protection of a child, young person or adult at risk arising outside the sport/activity?		
In all instances, are there clear guidelines for recording concerns about the welfare or protection of a child, young person or adult at risk, the organisation's response and reasons?		
Are there clear guidelines for reporting concerns where appropriate to external agencies such as the First Response Duty Team or Police and partner agencies (CSP) as well as internally through the organisation's management structure? (This should include the contact details for the LA Designated Officer whose responsibilities include advice, support and management of concerns relating to people in positions of trust (these contact details can be obtained from the Leicestershire and Rutland Safeguarding Partnership and Leicestershire and Rutland Safeguarding Adults Board or local Social Care department).		
Are there complaints and disciplinary procedures to manage allegations about the behaviour of staff,		

	1	
coaches, volunteers, etc?		
Is there information about how support can be accessed following an incident?		
3. Prevention		
Has the organisation identified staff with designated responsibility for safeguarding and protecting children, young people and adults at risk? e.g. a club welfare officer.		
Are there procedures for recruitment and selection of staff and volunteers including DBS checks for those working in regulated activity		
Has the definition of regulated activity been considered?		
Are there codes of conduct and ethics for staff, coaches, volunteers, and participants?		
Are there operating procedures in relation to the organisation's duty of care to children, young people and adults at risk in place where appropriate? Specifically:		
 Emergency accident procedure Transport/travel risk assessment Transport registers (who is travelling in which vehicles?) Activity risk assessment Equipment/resource safety checks Relevant insurance in place Use of photographic / video equipment and images Lost participants 		
4. Communication and Partnership		
Have all reasonable steps been taken to ensure that children, young people and adults at risk and carers		

are informed about the policy and procedures, and how they can raise concerns?		
Are there processes for storing and sharing information?		
5. Education and Training*		
Are all those working with children, young people, adults at risk and those with responsibility for running activities appropriately trained in safeguarding and protecting children, young people and vulnerable adults?		
Are coaches, staff and volunteers appropriately skilled and qualified to undertake their role in providing the activity?		
6. Review and Monitoring		
Is it clear when and by whom the policy was formally adopted on behalf of the organisation?		
Is it clear how, by whom and when the policy and its implementation will be monitored and reviewed?		

I as authorised signatory hereby sign to say that the information supplied within this checklist is accurate to the best of my knowledge.

Print name:

Signed:

Role within organisation:

Date:

Schedule 6

Branding Guidelines 2020-21 (as may be updated and amended by the Funder and/or LRS from time to time)

In this Agreement, clause 7 relates to acknowledgment and publicity. The Branding Guidelines below should be used as a guide to support the requirements of clause 7 and to ensure the required logos are present on all marketing and promotional resources produced.



LEICESTER-SHIRE & RUTLAND SPORT (LRS)

SPORT & PHYSICAL ACTIVITY ACTION PLAN BRANDING PACK

LEICESTER-SHIRE

& RUTLAND SPORT PHYSICAL ACTIVITY & WELLBEING



This visual identity document sets out the branding guidelines to ensure the integrity of Leicester-Shire & Rutland Sport's (LRS) sub-



brand/programme 'Active Together Leicestershire'.

The guidelines are to ensure recognition of funders of the Sport & Physical Activity Action Plan. LRS has provided these guidelines to describe how to effectively apply the branding on all communications both externally and internally.

Correct Brand Name and Description

`Sport & Physical Activity Action Plan: Active Together Leicestershire'

Leicestershire County Council and Leicester-Shire & Rutland Sport, have worked in partnership with seven Borough / District Authorities, School Sport and Physical Activity Networks and other local partners to co-design a countywide sport and physical activity plan that aims to help those most inactive in our community to become more active

Across Leicestershire, various sessions are provided as part of the Active Together Leicestershire Programme, creating opportunities for individuals and communities to participate in a variety of different physical activities leading to improved health and wellbeing.

Logos



The LRS Active Together Leicestershire logo (or appropriate sub-brand below) must be used as the lead brand on all literature relating to sport & physical activity commissioning, including but not exclusive to; headed paper, reports, press releases, marketing material merchandise, presentations, certificates and website.

It should be noted that during 2020-21, there will be a redesign of the Active Together Logo and Associated Brands to align with the funders other Lifestyle Programmes.



The LRS Walk Together Leicestershire logo must be used as the lead brand on all literature linking to the walking programmes delivered as part of the action plan, including but not exclusive to; headed paper, reports, releases, press marketing material / presentations, merchandise, certificates and website.



The LRS Run Together Leicestershire logo must be used as the lead brand on all literature linking to the running programmes delivered as part of the action plan including but not exclusive to; headed paper, reports, press releases, marketing material / merchandise, presentations, certificates and website.



LRS Cycle The Together Leicestershire logo must be used as the lead brand on all literature linking to the cycling programmes delivered as part of the action plan, including but not exclusive to; headed paper, reports, press releases, marketing material / merchandise, presentations, certificates and website.



The LRS Sport Together Leicestershire logo must be used lead brand as the on all literature linking to the sport programmes delivered as part of the action plan funding, including but not exclusive to; headed paper, reports, press releases, marketing material /

merchandise, presentations, certificates and website.



The LRS logo **must be used on ALL** communications relating to sport and physical activity commissioning as an LRS signoff, including but not exclusive to; headed paper, reports, press releases, marketing material / merchandise, presentations, certificates and websites.

The LRS logo should be positioned on the back cover/reverse of any communications, except where the promotion is only one-sided i.e. banners, posters, and then the LRS website logo should be included in a support role.

The LCC logo **must be used on ALL** communications relating to sport and physical activity commissioning as an LRS signoff, including but not exclusive to; headed paper, reports, press releases, marketing material / merchandise, presentations, certificates and websites.

The LCC should logo be positioned on the back cover/reverse of any communications, except where the promotion is only one-sided i.e. banners, posters, and then the LRS website logo should be included in a support role.



To access and download the logos, visit:

www.lrsport.org/marketing

Logo Details:

Font – Geogrotesque. The changeable activity text is in Bold and the Together and Leicestershire elements are set in SemiBold.

Colours – Red is Pantone 485c and Blue is 2766c.

If you require any of the above logos or in different formats, please contact Leicester-Shire & Rutland Sport (LRS).

Additional Logos:

Some elements of the Sport & Physical Activity Plan are funded by additional providers. Please ensure that you also follow the promotional requirements of these additional funders.

In addition, new brands and logos may be developed throughout the cycle of the action plan linked to new project development. These additional logo's will be shared with partners with additional branding guidelines where appropriate.

Website

www.lrsport.org/activetogether

LRS will base Active Together Leicestershire information and contacts on the above website page/URL. This includes links to each Locality/LSA's Profile on the Get Active Search Engine.

Get Active Search Engine

As part of the funding requirements, sessions and activities should be **uploaded through your Locality/LSA profile** for it to feature on Leicester-Shire & Rutland Sport (LRS) 'Get Active Search Engine' – www.lrsport.org/getactive.



Get Active allows users to search for a range of sport, physical activity and wellbeing opportunities across Leicestershire, Leicester and Rutland.

Each Locality/LSA has a Profile on the LRS website to add their local information:

www.lrsport.org/blaby www.lrsport.org/charnwood www.lrsport.org/harborough www.lrsport.org/hinckleyandbosworth www.lrsport.org/melton www.lrsport.org/northwestleicestershire www.lrsport.org/oadbyandwigston

For more support and to view the step-by-step guide to adding information visit <u>www.lrsport.org/getactive</u>

Additional Marketing Tools

Additional marketing materials/tools required such as an advert, business card, banner etc, can be designed and produced externally through use of these Branding Guidelines.

Please ensure all additional marketing materials/tools are sent to LRS for comment, prior to approval.

Sub Brands

Some projects of the Sport & Physical Activity Plan will have sub-branding requirements to them. Additional branding advice will be circulated where appropriate which should be adhered to.

EXECUTED as a DEED

By the affixing of the COMMON SEAL of LEICESTERSHIRE COUNTY COUNCIL

In the presence of:

.....

Authorised Signatory

EXECUTED as a DEED

By the affixing of the COMMON SEAL of **MELTON BOROUGH COUNCIL**

In the presence of:

.....

Authorised Signatory