

War Memorials Trust Grants Scheme and Grants for War Memorials scheme



War Memorials Trust

Grant Contract

For: Frodsham war memorial
WMO/120403/4 (WM2343/4)

Between: War Memorials Trust
and Frodsham Town Council

Dated: 8th November 2018

Contents

Clause

Documentation, time limits and amount of grant

1. Definitions
2. Time limits
3. Amount of grant

Works conditions

4. Employment of Professional Advisors and contractors
5. Specification, conduct and standard of work
6. Notification of commencement/completion/delay
7. Statutory consents
8. Payment of grant

Post repair conditions

9. Contract life
10. Usage

General conditions

11. Grant publicity
12. Site access
13. Grant repayment
14. Intellectual property rights
15. Compliance
16. Arbitration
17. Liability
18. Variation of terms and conditions

The contract

This contract is made the 8th November 2018

Between War Memorials Trust and the Grant Recipient named in the Definitions

It is agreed as follows

Documentation, time limits and amount of grant

1 Definitions

1.01 In this Contract, unless the context otherwise requires:

'the Completion Report' means the report prepared by the Grant Recipient to certify that the Repair Works are complete. The Completion Report must enclose a set of photographs of sufficient quality to show that the Repair Works are complete; a statement of the work carried out detailing materials used and methods employed and copies of invoices to certify the amount spent on the Repair Work,

'Professional Advisors and the Contractor' means the building or other contractor, whom the Grant Recipient proposes to engage in connection with the Works,

'data' means all designs, models, plans, drawings, prints, samples, transparencies, specifications, data, reports, manuscripts, working notes, documentation, results of surveys, materials, manuals, photographs, negatives, tapes, discs, films, software and similar items,

'the Enforcement Period' means a period of 6 years after the payment of the final instalment of the Grant,

"the Grant" means the amount of up to £30,000,

"the Grant Recipient" means Frodsham Town Council,

"the Method Statement" means the statement of work to be undertaken and the manner of carrying out the works, submitted by the Grant Recipient and agreed or amended by War Memorials Trust, attached at Annex 1

'IP Rights' means all patents, copyright, design rights, rights in designs, and other intellectual property rights together with the exclusive right to apply to be registered as the owner of any such right as is capable of registration,

"the Offer Date" means 8th November 2018,

"the Repair Works" means the works itemised in the Method Statement

"the Site" means Frodsham war memorial,

2 Time limits

- 2.01 Unless agreed otherwise by War Memorials Trust in writing, the Repair Works must be completed and all Grant claimed, by submission of a satisfactory Completion Report, within one year of the Offer Date.
- 2.02 Failure to comply with the time limits may result in the Grant or balance of grant being withdrawn by War Memorials Trust on fourteen days written notice.

3 Amount of grant

- 3.01 A proportionate reduction will be made in the Grant if the actual cost of the works eligible for grant is less than the estimated cost on which the grant calculation was based.
- 3.02 If any costs increase, or additional work is undertaken, War Memorials Trust will not consider any request for a grant increase.

Works conditions

4 Employment of professional advisors and contractors

- 4.01 All Professional Advisors, and building or other contractors, must be employed under a relevant standard form of written contract, or other comprehensive written terms and conditions duly executed by both parties as appropriate, unless otherwise agreed by War Memorials Trust in writing. Proof of the terms of engagement must be supplied on request.

5 Specification, conduct and standard of work

- 5.01 Additional works or variations to the approved Method Statement must be approved in writing by War Memorials Trust in advance and carried out strictly in accordance with any approval given.
- 5.02 The Repair Works must be carried out in full, in accordance with the Method Statement, and to the complete satisfaction of War Memorials Trust. An inspection may be made on completion of the Repair Works to ensure that all the terms and conditions of this Contract have been complied with.
- 5.03 The Grant Recipient must promptly on request disclose to War Memorials Trust such information relating to the procurement and execution of the Repair Works as is reasonably required by War Memorials Trust.

6 Notification of commencement/completion/delay

- 6.01 The Grant Recipient must notify War Memorials Trust in writing two weeks before the commencement of the Repair Works of:
- (a) The names of all Professional Advisors and contractors appointed;
 - (b) The date on which the Repair Works are to commence;
 - (c) The forecast date of the completion of the Repair Works.

- 6.02 The Grant Recipient must notify War Memorials Trust in writing of:
- (a) Any significant change to the forecast date of completion of the Repair Works;
 - (b) The actual date of the completion of the Repair Works;
 - (c) The removal of any temporary access including scaffolding at least three weeks prior to removal;
 - (d) The change of any Contractor.

7 Statutory consents

- 7.01 Any approval or consent given by War Memorials Trust under these conditions does not relieve the Grant Recipient of the need to obtain any other consent, approval, permission, or clearance required under planning, ancient monuments, historic buildings, wildlife, buildings regulations or any other relevant legislation. All necessary consents etc must be obtained and fully complied with.

8 Payment of grant

- 8.01 The Grant will be paid in a single payment when the Grant Recipient has submitted a satisfactory Completion Report and the Repair Works are complete to the satisfaction of War Memorials Trust.
- 8.02 All payments will be made by BACS payment issued by War Memorials Trust and payable to the Grant Recipient.
- 8.03 The Grant Recipient must keep all relevant documents for 6 years after the final payment of the Grant, and must promptly provide any financial or other information and records relating to the Grant or the project that may be requested by War Memorials Trust.

Post repair conditions

9 Contract life

- 9.01 This Contract will cease to be binding on the parties at the end of the Enforcement Period.

10 Usage

- 10.01 The Grant Recipient must continue to use the Site as a War Memorial.

General conditions

11 Grant publicity

- 11.01 War Memorials Trust may make public the purpose and amount of the Grant in whatever way it shall think fit.

12 Site access

- 12.01 War Memorials Trust's representatives have a right of access to enter the Site at any reasonable time, by appointment with the Grant Recipient, to:
- (a) Make interim inspections of progress;
 - (b) Make a final inspection of the Site on completion to establish whether all the terms and conditions of the Grant have been complied with
 - (c) Photograph and record the War Memorial
- 12.02 During the term of this Contract and the Enforcement Period, War Memorials Trust's representatives have a right of access to enter the Site at any time, after giving reasonable notice to the Grant Recipient, to establish whether all the terms and conditions of this Contract have been complied with.

13 Grant repayment

- 13.01 The whole or any part of a Grant (in so far as it shall have been paid) shall immediately become repayable by the Grant Recipient to War Memorials Trust (and any future payments of Grant shall cease to become due) if:
- (a) The Grant Recipient fails to comply with any of the terms and conditions of this Contract;
 - (b) The Grant Recipient's application form or other material subsequently submitted is shown to have been completed fraudulently, negligently, incorrectly or misleadingly in any material particular;
 - (c) The Completion Report is shown to have been completed fraudulently, incorrectly or misleadingly in any material particular;
 - (d) The Grant Recipient has acted negligently or fraudulently in connection with this Contract;
 - (e) The Grant Recipient alters the Site in a manner inconsistent with this Contract;
 - (f) The Grant Recipient ceases to exist or is declared a bankrupt or is placed into receivership or liquidation or is the subject of an administration order.

14 Intellectual property rights

- 14.01 The Grant Recipient hereby grants to War Memorials Trust a perpetual non-exclusive royalty free licence (and the right to sub-licence others) to make or allow use of all Data or any IP Rights in such Data prepared or developed pursuant to this Contract as it thinks fit. The Grant Recipient warrants that it has or will have the right to grant such a licence and that no use of the Data will infringe the rights of third parties.
- 14.02 The Grant Recipient shall promptly provide copies of all Data prepared or developed pursuant to this Contract and when requested by War Memorials Trust.
- 14.03 The Grant Recipient confirms that the Data referred to in Clause 15.01 is not confidential information.
- 14.04 All IP Rights in all Data prepared or supplied by War Memorials Trust to the Grant Recipient, their Professional Advisors or contractors shall remain the property of War Memorials Trust, and War Memorials Trust hereby grants a personal non-transferable licence to the Grant Recipient to use the same for the protection, preservation or conservation of the Site only but not further or otherwise.

15 Compliance

15.01 The Grant Recipient shall take all such steps and execute such documents as may be necessary to fulfil its obligations under this Contract and to vest in War Memorials Trust the rights granted to it under this Contract.

16 Arbitration

16.01 In the event of any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or in connection therewith shall arise between the parties then it may be referred to arbitration at the request of either party.

16.02 Where either party requires a dispute or difference to be referred to arbitration under 17.01 then that party shall serve on the other party a notice of arbitration identifying the dispute and requiring the other party to agree the appointment of an arbitrator. If the parties fail to agree on the name of an arbitrator within fourteen days (or any agreed extension) after:

- (a) a notice of arbitration has been served; or
 - (b) a previously appointed arbitrator ceases to hold office for any reason;
- either party may apply for the President of the Institute of Arbitrators for the appointment of an arbitrator.

16.03 The procedure to be followed in the arbitration shall be agreed by the parties or, in default of agreement, determined by the arbitrator in accordance with the Arbitration Act 1996.


17 Liability

17.01 War Memorials Trust accepts no liability for any professional advice offered by it, its own representatives, its employees or agents.

18 Variation of terms and conditions

18.01 No variations to the terms and conditions of the Contract will be binding unless they are agreed in writing by War Memorials Trust. No representation or agreement about variations, whether express or implied by representatives of War Memorials Trust, will be effective unless they are confirmed in writing by War Memorials Trust. War Memorials Trust will not accept any responsibility for any such representation or agreement that is not confirmed in writing.

18.02 The Grant is not transferable and is offered solely to the Grant Recipient

Organisation	Signature	Name (printed)	Date
War Memorials Trust		FRANCES NORETD	8/11/2018
Frodsham Town Council			

Annex 1: Method Statement

8th November 2018

Statement of works to be undertaken and the manner of carrying out the works on **Frodsham** war memorial.

1. Condition to be met BEFORE work starts

Please note failure to meet these condition will invalidate your Contract and **your grant will not be paid.**

1.1. Details of the cleaning work proposed to the iron railing must be provided in writing by the applicant to War Memorials Trust **before** any works start. This will be discussed and War Memorials Trust will provide **written agreement** to the methods to be used. Failure to obtain written agreement, or starting works before you have it, from War Memorials Trust will invalidate your Contract and your **grant will not be paid.**

2. Condition to be met DURING work

Please note failure to meet these condition will invalidate your Contract and **your grant will not be paid.**

2.1. Details of the proposed cleaning must be provided in writing by the applicant to War Memorials Trust **during** works, after trials have been completed and before further cleaning starts. This will be discussed and War Memorials Trust will provide **written agreement** to the methods to be used. Failure to obtain written agreement, or starting works before you have it, from War Memorials Trust will invalidate your Contract and your **grant will not be paid.**

3. Method Statement

Please note that the Method Statement shall be **in accordance with the**

- **original** Specification of Works dated September 2017
- associated drawings dated August 2017, reference 4341

by Andrew Kepczyk (Lloyd Evans Prichard) submitted with the application and attached here, **subject to Conditions 1 and 2 above.**

4. Conditions to be met prior to payment being made

4.1. An application to In Memoriam 2014 must be made to have the SmartWater solution applied to the metal elements of the memorial prior to the completion of works. Grant payment will not be authorised until confirmation that the **free** SmartWater has been applied is received

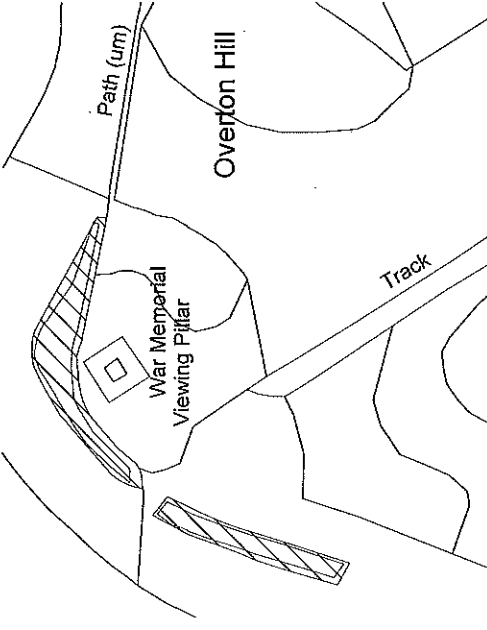
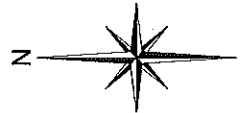
If you want to do any additional works or alter this Method Statement during works you must discuss this with War Memorials Trust beforehand. If you carry out additional or alternative works without written approval from War Memorials Trust you will break your Contract and your grant will not be paid.

Please draw this to the attention of your chosen contractor(s).

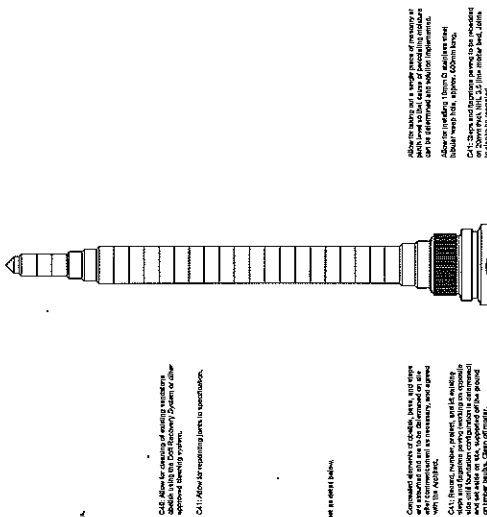
Client:	Frederick War Memorial
Site:	Frederick Borough Council
Project:	Conservation and Repair Works
Drawn by:	As Shown @ A1
Scale:	1:200
Sheet:	02
Date:	2023
Project No:	2023/01
Client Ref:	2023/01

LLOYD EVANS RICHARD
Architects, 71 Old Park Drive, London, UK
Tel: 020 7462 4400

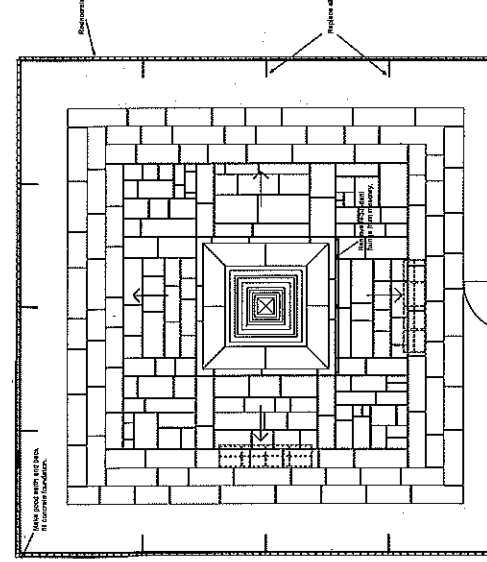
1. QUOTE FOR WORK TO BE COMPLETED BY 15th FEBRUARY 2023
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SITE PLAN 1:200



ELEVATION AS EXISTING 1:50



PLAN AS EXISTING 1:30



SECTION AS PROPOSED 1:20

Construction below steps and paving materials.
 Note: All work shall be in accordance with the relevant British Standards and specifications.
 All materials shall be of good quality and suitable for the purpose.
 All work shall be completed by 15th February 2023.

Conservation and repair works to the existing stay fixing and base.
 The existing stay fixing and base shall be repaired and reinforced as necessary.
 All work shall be completed by 15th February 2023.

Construction of the new stay fixing and base.
 The new stay fixing and base shall be constructed in accordance with the relevant British Standards and specifications.
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