

Dated

1st Day of April

2008



CQ 501-117-8

BELFAST CITY COUNCIL

And

CONNSWATER COMMUNITY & LEISURE SERVICES

FUNDING AGREEMENT
Community Managed Facilities

Director of Legal Services

City Hall

Belfast

BT2 5GS

THIS AGREEMENT made the

1st Day of April 2009

BETWEEN:-

1. **BELFAST CITY COUNCIL** ('the Council')
2. **Connswater Community & Leisure Services**

1. DEFINITIONS

In this Agreement:-

'the 1986 Order' means the Recreation and Youth Service (NI) Order 1986.

'the Grant Amount' means the annual sum of **£54,636.35** subject to indexation in accordance with Clause 3.2

'the Grant Period' means the period of one year commencing from 1st April 2009.

2. BACKGROUND

2.1 By Article 10 of the 1986 Order, the Council has power to assist by financial contributions any person to establish, maintain and manage recreational, social, physical, and cultural facilities in its area.

2.2 The Group is established within the Councils district for the purpose of community development and has applied to the Council for funding in respect of its revenue (operating) costs to be incurred by it during the Grant Period.

2.3 The Council, acting pursuant to its powers in Article 10 of the 1986 Order, has agreed to pay the Grant Amount to the Group for the Grant Period, but subject to the following provisions of this Agreement.

3. AGREEMENT TO PROVIDE FUNDING

3.1 The Council agrees to provide contributory funding to the Group to the extent of the Grant Amount, subject to the terms and conditions of this Agreement.

3.2 The Grant amount is the annual amount which the council will adjust to allow for any increase in inflation in accordance with the All Items Retail Prices Index (or as the Council otherwise considers appropriate).

3.3 Annual amounts over £20,000 shall be payable in 2 six monthly allocations. Annual amounts under this figure shall be payable in one allocation.

4. APPLICATION OF FUNDING

4.1 The Group shall use the grant amount only for those annual revenue costs associated with the operation of Connswater Community & Leisure Services as detailed in its application for Grant Aid which it submitted to the Council and on the basis of which the Council has agreed to provide funding.

4.2 The Group shall ensure that at all times during the grant period it complies with the criteria for eligibility for grant aid as detailed in the Council's published Guide to Grant Aid for Community Organisations.

5. PERFORMANCE INDICATORS - REPORTING/MONITORING

5.1 The Group shall ensure that DSD good governance principles are adhered to and provide evidence to Council of same.

5.1.1 The Group shall make a yearly report to the Council in such form as the Council requires, including the following information:-

5.1.2 A summary of the Group's financial position, with copies of full financial accounts appended;

5.1.3 Details of any changes in the constitution or rules of the Group, or its aims and objectives;

5.1.4 A statement, in such form as the Council requires, detailing how the Group has achieved progress against the Councils Corporate Strategic Objectives during the preceding year;

5.1.5 Details of the yearly profile and usage of the Groups community facility per 1000 population;

5.1.6. Details of the Groups geographical focus;

5.1.7 The number of Volunteers and volunteer hours generated by the Group during the year;

5.1.8 Details of any private, community, or other public sector resources levered during the year as a result of Council funding;

5.1.9 Any other details that the Council considers relevant, including information in relation to any other funding received or applied for, or other matters relevant to the Group's financial position;

5.2 The Group shall give immediate written notice to the Council in the event that it should become aware of:-

5.2.1 Any threat to the Group's financial viability, whether by the withdrawal or threatened withdrawal of other contribution funding, or otherwise; or

5.2.2 Any substantial deterioration in the Group's financial position.

5.3 The Council through its authorised officers and agents shall have the right to:-

5.3.1 Inspect the premises and equipment used by the Group;

5.3.2 Discuss all aspects of the Group's activities with its representatives and office-bearers;

5.3.4 Inspect all financial and other relevant records held by the Group;

5.3.4 The Council will have the right to attend the Annual General Meeting of the Connswater Community & Leisure Services.

6. WITHDRAWAL/REPAYMENT OF FUNDING

6.1 In the event that any of the circumstances described in Clause 6.2 should arise, the Council reserves the right to cease to make any further payments of the grant amount, and the Group shall forthwith, upon the written demand of the Council, refund to the Council so much of the Council so much of the grant amount as has not yet been spent.

6.2 The circumstances referred to in Clause 6.1 are the following:-

6.2.1 That the Group has for whatever reason been substantially jeopardised as to its future continuance;

6.2.2 That the Group has ceased to comply with the criteria for eligibility for grant aid as described in the Council's Guide Aid for Community Organisations ;

6.2.3 That there has been a substantial failure by the Group to meet the Performance Indicators or the Council and the Group have been unable to agree the Performance Indicators pursuant to Clause 5;

6.2.4 That the financial viability of the Group is no longer tenable for whatever reason;

6.2.5 That any of the information contained in the Group's application for grant aid transpires to have been materially incomplete, incorrect, or misleading;

6.2.6 That the Group has failed to comply with any of its obligations in this Agreement.

6.3.7 That any part of the grant amount has been applied in an improper manner.
6.3 It will be a matter for the discretion of the Council, reasonable exercised and acting by its Director of Development to determine whether any of the circumstances referred to in clause 6.2 have occurred.

7. PUBLICITY

The Council reserves the right to publicly announce its funding of the Group to the extent of its commitment thereto, but otherwise all information passing between the Council and the Group shall be treated as confidential, unless otherwise agreed.

8. RECORDS

The Group shall maintain all financial and other records relevant to its funded activities in a secure place for a minimum period of three years from the date of the last receipt of Grant Payment.

9. LAW

This Agreement shall be construed and applied in accordance with the laws of Northern Ireland.

IN WITNESS whereof this Agreement has been signed on behalf of the Council and the Group as hereunder appearing.

Present when the Corporate Seal of

SIGNED on behalf of **Connswater
Community & Leisure Services.**

Belfast City Council was affixed hereto:

Name: Stephen Baine
Position: MANAGER + DIRECTOR

Naomi R Long

LORD MAYOR

[Signature]

CHIEF EXECUTIVE

Dated 15th

day of May

2006

CQ 501-117-8

BELFAST CITY COUNCIL

And

CONNESWATER COMMUNITY & LEISURE LTD

**INTERIM
FUNDING AGREEMENT
COMMUNITY DEVELOPMENT**

Director of Legal Services
City Hall
Belfast
BT2 5GS

BETWEEN:-

1. **BELFAST CITY COUNCIL** ('the Council')
2. **CONNESWATER COMMUNITY & LEISURE SERVICES LTD** ('the group')

1. DEFINITIONS

In this Agreement:-

'the 1986 Order' means the Recreation and Youth Service (NI) Order 1986.

'the Grant Amount' means the sum of £50,000. subject to indexation in accordance with Clause 3.2

'the Grant Period' means the period of one year commencing from April 2006 – March 2007.

2. BACKGROUND

2.1 By Article 10 of the 1986 Order, the Council has power to assist by financial contributions any person to establish, maintain and manage recreational, social, physical, and cultural facilities in its area.

2.2 The Group is established within the Councils district for the purpose of community development and has applied to the Council for part funding in respect of its revenue (operating) costs to be incurred by it during the Grant Period.

2.3 The Council, acting pursuant to its powers in Article 10 of the 1986 Order, has agreed to pay the Grant Amount to the Group for the Grant Period, but subject to the following provisions of this Agreement.

3. AGREEMENT TO PROVIDE FUNDING

3.1 The Council agrees to provide contributory funding to the Group to the extent of the Grant Amount, subject to the terms and conditions of this Agreement.

3.2 The grant shall be payable in one instalment.

4. APPLICATION OF FUNDING

4.1 The Group shall use the Grant Amount only for the annual revenue costs associated with the operation of the Ballymacarrett Leisure Centre and in

Dated _____ day of _____ 2005

506-122-8-DT-JM
HK Forms: Funding Agreement – Ballymacarrett

BELFAST CITY COUNCIL

and

CONNSWATER COMMUNITY AND LEISURE SERVICES LIMITED

FUNDING AGREEMENT

COMMUNITY DEVELOPMENT

Ciaran Quigley
Director of Legal Services
City Hall
Belfast
BT1 5GS

Draft: 30/11/05

ARTICLES OF AGREEMENT made the day of 2005
BETWEEN:-

1. **BELFAST CITY COUNCIL** of City Hall, Belfast, BT1 5GS ('the Council'); and
2. **CONNSWATER COMMUNITY AND LEISURE SERVICES LIMITED** a company limited by guarantee having its Registered Office at 38 Banbury Street, Belfast ("the Company").

1. **Definitions**

In these Articles of Agreement the undernoted expressions shall have the meanings ascribed to them as follows:-

'the 1986 Order' means the Recreation and Youth Service (NI) Order 1986.

'the Grant Amount' means the sum of £121,764.00, together with the Rent, payable during the Grant Period and payable in accordance with Clause 3.3 and 3.4 hereof.

'the Grant Period' means the period of three years commencing from (date)?

'the Premises' means Ballymacarrett Recreation Centre shown edged red on the map thereof attached hereto.

'the Rent' means the rent chargeable under the Lease made between the Company and the Council dated

2. **BACKGROUND**

- 2.1 By Article 10 of the 1986 Order, the Council has power to assist by financial contributions any person to establish, maintain and manage recreational, social, physical and cultural facilities in its area.
- 2.2 The Company is established within the Council's district for the purpose of community development and has applied to the Council for part funding in respect of its revenue (operating) costs to be incurred by it during the Grant Period.
- 2.3 The Council, acting pursuant to its powers in Article 10 of the 1986 Order, has agreed to pay the Grant Amount to the Company for the Grant Period, but subject to the following

relation to its activities detailed to Council and on the basis of which the Council has agreed to provide funding.

4.2 The Group shall ensure that at all times during the grant period it complies with the criteria for eligibility for grant aid as detailed in the Council's published Guide to Grant Aid for Community Organisations.

5. PERFORMANCE INDICATORS - REPORTING/MONITORING

5.1 The Group shall make a yearly report to the Council, in such form as the Council requires, to include the following information:-

5.1.1 A description of the Group's activities in the course of the preceding year;

5.1.2 A summary of the Group's financial position, with copies of full financial accounts appended;

5.1.3 Details of any changes in the constitution or rules of the Group, or its aims and objectives;

5.1.4 A statement, in such form as the Council requires, detailing how the Group has achieved progress against the Council's Corporate Strategic Objectives during the preceding year;

5.1.5 Details of the yearly profile and usage of the Group's community facility per 1000 population;

5.1.6. Details of the Group's geographical focus;

5.1.7 The number of Volunteers and volunteer hours generated by the Group during the year;

5.1.8 Details of any private, community, or other public sector resources levered during the year as a result of Council funding;

5.1.9 any other details that the Council considers relevant, including information in relation to any other funding received or applied for, or other matters relevant to the Group's financial position;

5.2 The Group shall give immediate written notice to the Council in the event that it should become aware of:-

5.2.1 Any threat to the Group's financial viability, whether by the withdrawal or threatened withdrawal of other contribution funding, or otherwise; or

5.2.2 Any substantial deterioration in the Group's financial position.

5.3 The Council through its authorised officers and agents shall have the right to:-

5.3.1 Inspect the premises and equipment used by the Group;

5.3.2 Discuss all aspects of the Group's activities with its representatives and office-bearers;

5.3.4 Inspect all financial and other relevant records held by the Group;

5.4 The Council will have the right to attend the Annual General Meeting of the Lower Ormeau and Markets Community Forum.

6. WITHDRAWAL/REPAYMENT OF FUNDING

6.1 In the event that any of the circumstances described in Clause 6.2 should arise, the Council reserves the right to cease to make any further payments of the grant amount, and the Group shall forthwith, upon the written demand of the Council, refund to the Council so much of the grant amount as has not yet been spent.

6.2 The circumstances referred to in Clause 6.1 are the following:-

6.2.1 That the Group has for whatever reason been substantially jeopardised as to its future continuance;

6.2.2 That the Group has ceased to comply with the criteria for eligibility for grant aid as described in the Council's Guide Aid for Community Organisations;

6.2.3 that there has been a substantial failure by the Group to meet the Performance Indicators or the Council and the Group have been unable to agree the Performance Indicators pursuant to Clause 5;

6.2.4 That the financial viability of the Group is no longer tenable for whatever reason;

6.2.5 That any of the information contained in the Group's application for grant aid transpires to have been materially incomplete, incorrect, or misleading;

6.2.6 That the Group has failed to comply with any of its obligations in this Agreement.

6.2.7 That any part of the grant amount has been applied in an improper manner.

6.3 It will be a matter for the discretion of the Council, reasonably exercised and acting by its Director of Client Services, to determine whether any of the circumstances referred to in Clause 6.2 have occurred.

7. PUBLICITY

The Council reserves the right to publicly announce its funding of the Group to the extent of its commitment thereto, but otherwise all information passing between the Council and the Group shall be treated as confidential, unless otherwise agreed.

8. RECORDS

The Group shall maintain all financial and other records relevant to its funded activities in a secure place for a minimum period of three years from the date of the last receipt of Grant Payment.

9. LAW

This Agreement shall be construed and applied in accordance with the laws of Northern Ireland.

IN WITNESS whereof this Agreement has been signed on behalf of the Council and the Group as hereunder appearing.

SIGNED on behalf of
BELFAST CITY COUNCIL

SIGNED on behalf of

**Head of Community & Leisure
Services Section.**

Name: _____
Position: _____

provisions of this Agreement.

3. AGREEMENT TO PROVIDE FUNDING

3.1 The Council agrees to provide contributory funding to the Company to the extent of the Grant Amount, subject to the terms and conditions of this Agreement.

3.2 The Grant Amount is the total amount which the Council will make available during the Grant Period and the Grant Amount shall not be increased in any circumstances except with the prior written consent of the Council.

3.3

3.3.1 The Grant Amount net the Rent due to the Council shall be payable to the Company in the following anticipated proportions:-

1. £39,394 for the year 2006 – 2007;
2. £40,576 for the year 2007 – 2008; and
3. £41,794 for the year 2008 – 2009.

3.3.2 The proportion of the Grant Amount payable each year shall be payable in two equal instalments in May and November in each year during the Grant Period.

3.4 The Council shall not pay the Rent to the Company but shall retain same in payment of the Rent due under the Lease hereinbefore referred to.

4. APPLICATION OF FUNDING

4.1 The Company shall use each proportion of the Grant Amount only for the relevant annual revenue costs associated with the operation of the Premises and in relation to its activities as detailed in the Business Plan dated 11th October 2004 submitted to the Special Community and Leisure Services Sub Committee on 27th January 2004, and the Company shall not be entitled to vary the said Business Plan unless with the prior written consent of

the Council.

- 4.2 The Company shall ensure that at all times during the Grant Period it complies with the criteria for eligibility for grant aid as detailed in the Council's published Guide to Grant Aid for Community Organisations.

5. REPORTING/MONITORING

- 5.1 The Company shall make a yearly report to the Council, within two months of the end of the Company's financial year, in such form as the Council requires, to include the following information:-
- 5.1.1 a description of the Company's activities in the course of the preceding year;
 - 5.1.2 a summary of the Company's financial position, with copies of the financial accounts appended and copies of audited accounts once completed;
 - 5.1.3 details of any changes in the Memorandum and Articles of Association of the Company, or its aims and objectives;
 - 5.1.4 details of the total number of persons reached by the Company during the preceding year, and the Company's geographical focus;
 - 5.1.5 any other details that the Council considers relevant, including information in relation to any other funding received or applied for, or other matters relevant to the Company's financial position.
- 5.2 The Company shall give immediate written notice to the Council in the event that it should become aware of:-
- 5.2.1 any threat to the Company's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
 - 5.2.2 any substantial deterioration in the Company's financial position.
- 5.3 The Council through its authorised officers and agents shall have uninhibited right to:-

- 5.3.1 inspect the Premises and equipment used by the Company;
 - 5.3.2 discuss all aspects of the Company's activities with its representatives and office-bearers;
 - 5.3.3 assess the Company's impact on local community development;
 - 5.3.4 inspect all financial and other relevant records held by the Company;
- 5.4 The Council shall have the right to attend the Annual General Meeting of the Company.

6. WITHDRAWAL/REPAYMENT OF FUNDING

- 6.1 In the event that any of the circumstances described in Clause 6.2 should arise, the Council reserves the right to cease to make any further payments of the Grant Amount, and the Company shall forthwith, upon the written demand of the Council, refund to the Council so much of the Grant Amount as has not yet been spent on the purposes permitted under Clause 4.1.
- 6.2 The circumstances referred to in Clause 6.1 are the following:-
- 6.2.1 that the Company has for whatever reason been substantially jeopardised as to its future continuance;
 - 6.2.2 that the Company has ceased to comply with the criteria for eligibility for grant aid as described in the Council's Guide to Grant Aid for Community Organisations;
 - 6.2.3 that the financial viability of the Company is no longer tenable for whatever reason;
 - 6.2.4 that any of the information contained in the Company's request for grant aid transpires to have been materially incomplete, incorrect or misleading;
 - 6.2.5 that the Company has failed to comply with any of its obligations in this

Agreement;

6.2.6 that any part of the Grant Amount has been applied in an improper manner.

6.3 It will be a matter for the discretion of the Council, reasonably exercised and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 6.2 have occurred.

7. PUBLICITY

The Council reserves the right to publicly announce its funding of the Company and the extent of its commitment thereto, but otherwise all information passing between the Council and the Company shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

8. RECORDS

The Company shall maintain all financial and other records relevant to its funded activities in a secure place for a minimum period of three years from the date of the last receipt of Grant Payment.

9. LAW

This Agreement shall be construed and applied in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland.

10. The Business Plan referred to in Clause 4.1 hereof is incorporated within this Agreement to the extent that nothing therein contained is inconsistent with the provisions hereof.

IN WITNESS whereof the Corporate and Common Seals of the Council and the Lessee have been hereunto affixed the day and year first herein WRITTEN.

PRESENT when the Corporate Seal of)

BELFAST CITY COUNCIL)

was affixed hereto:-)

LORD MAYOR)

CHIEF EXECUTIVE)

PRESENT when the Common Seal of)

CONNSWATER COMMUNITY AND)

LEISURE SERVICES LIMITED)

was affixed hereto:)