

## Funding Agreement 2018-2022

### 1.0 INTRODUCTION

1.1 This Funding Agreement is between the District Council of Chichester of East Pallant House, Chichester, West Sussex - “the Council” and Chichester Festival Theatre of Oaklands Park, Chichester, West Sussex (Registered Charity 1088552) - “the Grantee”.

For the purpose of this Agreement the contacts for liaison arrangements will be the persons occupying the positions of: -

- i. The Lead Officer (L.O.) of Chichester District Council – Director of Growth and Place
- ii. The Executive Director of Chichester Festival Theatre

1.2 This Agreement is valid from 1<sup>st</sup> April 2018 until 31<sup>st</sup> March 2022. The Agreement may be amended by negotiation to reflect changes in services or priorities.

1.3 The parties to this Agreement will endeavour to seek new and alternative sources of revenue funding for the Grantee.

1.4 This Agreement is conditional upon the reporting to the satisfaction of the Council (acting reasonably) on annual activity. The content of that reporting is outlined in, but need not be limited to, the Monitoring Framework appended to this Agreement.

1.5 This Agreement is conditional upon the Grantee continuing to receive Arts Council England funding for the same period. Accordingly the Agreement may be reviewed if that funding is reduced.

### 2.0 RESPONSIBILITIES OF THE GRANTEE

#### 3.1 Financial Management

The Grantee will:

- 3.1.1 Ensure the necessary arrangements exist for the management of all finances.
- 3.1.2 Submit Annual Reports and Audited Accounts to the Council within 6 months of the end of each financial year (31st March). This deadline may be extended to 10 months provided that draft accounts are submitted to the Council within 6 months of the end of each financial year.
- 3.1.3 Allow reasonable inspection of financial records and minute books by officers of the Council if requested, with adequate notice in writing.
- 3.1.4 Acknowledge the Council’s financial support in the Annual Accounts.

3.1.5 To use its best endeavours to undertake the measures detailed in the Monitoring Framework throughout the continuance of this Funding Agreement.

#### **4.1 RESPONSIBILITIES OF CHICHESTER DISTRICT COUNCIL**

##### **4.2 Funding**

4.2.1 A sum of £187,500 is payable annually in respect of this Agreement for the financial years 2018-19 and 2019-20. Subject to confirmation of sustained funding from Arts Council England, the same sum is payable for the subsequent two years (2020-21 and 2021-22).

4.2.2 Subject to the Council being satisfied (acting reasonably) that the Grantee has used its best endeavours to achieve its responsibilities as detailed in clauses 3.1.1 to 3.1.5, annual funding will be paid by instalments; £93,750 on 1<sup>st</sup> April each year and £93,750 on 1<sup>st</sup> October each year.

##### **4.3 Monitoring and Evaluation**

4.3.1 The Lead Officer will contact the Grantee to arrange a Monitoring and Evaluation meeting every 6 months. Further Review meetings will also be arranged at appropriate points in the duration of this Agreement.

4.3.2 The Grantee will provide the Lead Officer with management accounts, financial reports, monitoring and statistical information in a format to be agreed but no less frequently than quarterly.

4.3.3 A formal report on the grant spend and service activities will be provided to the Overview and Scrutiny Committee by the Executive Director on an annual basis.

#### **5.0 TERMINATION**

5.1 This Agreement may be terminated by either party giving 6 months written notice to the other party, and on the expiry thereof the obligations of each party to the other hereunder shall cease.

5.2 In the event that the Grantee ceases to operate the Chichester Festival Theatre for any reason, the Agreement will terminate immediately and any grant that is unspent will be returned to Chichester District Council.

## **6.0 DISPUTES BETWEEN PARTIES**

6.1 The parties shall use their best endeavours to resolve by agreement any disputes between them. In the event that the matter cannot be resolved between the Lead Officer of the Council and the Executive Director of Chichester Festival Theatre within 14 days of its referral to them the matter shall be referred to the Chief Executive of the Council and the Chairman of the Festival Theatre provided that in the event the matter is not resolved within 10 working days of such referral either party may invoke the termination clause.

## **7.0 ACKNOWLEDGEMENTS**

- 7.1 The Grantee shall acknowledge Chichester District Council support in publicity documents; for example, any leaflets or newsletters.
- 7.2 The grant should also be clearly identified as income received via Local Authority grant payment in the Grantee's Annual Accounts.
- 7.3 The parties shall not be exchanging personal data under this agreement. All processing is carried out by the Chichester District Council in accordance with its public duties as provided for under the General Data Protection Regulations Article 6 (1) e.

**Signed:**

**Signed:**

**Print Name:**

**Print Name:**

**Position:**

**Position:**

**For and on behalf of the Council**

**For and on behalf of the Grantee**

**Date:**

**Date:**