

# RIBBLE VALLEY BOROUGH COUNCIL REPORT TO HEALTH & HOUSING COMMITTEE

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meeting date: 6th JUNE 2024  
title: APPROVAL OF ANNUAL GRANT TO HOMEWISE  
submitted by: DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING  
principal author: RACHAEL STOTT

## 1 PURPOSE

1.1 To request Committee approve the annual grant payment to Homewise towards provision of the Home Improvement Service in the borough.

1.2 Relevance to the Council's ambitions and priorities

- Community Objectives – To address the housing needs of all households in the borough and support the vulnerable.
- Corporate Priorities - None
- Other Considerations - None

## 2 BACKGROUND

2.1 Homewise have provided housing, affordable warmth and memory matters advice along with a home improvement service in the borough since 2014.

2.2 This service is valuable to anyone who is vulnerable in the borough, and they offer a wide range of assistance. The service was originally commissioned by LCC and funded through the Better Care Fund. However, this funding was withdrawn March 2020.

2.3 A grant payment of £5,760 to Homewise is included in the annual budget. Homewise send an invoice to the Council at the end of each quarter for part of the total £5,760 grant which includes details of the activities undertaken within the Borough during each quarter. Attached at Appendix 1 is the annual report from Homewise setting out the services delivered across the borough in 23/24. The figures show the total over the year and in brackets the total for that quarter.

## 3 ISSUES

3.1 Homewise is a Registered Charity, dedicated to improving the homes and quality of life of older and disabled people. They provide advice, support and assistance to elderly, disabled and vulnerable people whether the own their own home or rent their home. Their aim is to help people to remain warm, safe and secure in their home. They offer a handy person service, minor adaptations service and memory matters service assisting households with dementia and enabling them to remain in their own home as long as possible.

3.2 Homewise have annually entered into a Grant Agreement with the Council in respect of this annual grant agreement (draft attached)

3.3 The Agreement sets out the following requirements in respect of the grant:

- The Provider (a Home Improvement Agency) is assisting the Council in meeting its strategic priorities detailed in the Council's Housing Delivery Plan.
- The Provider will provide a comprehensive, impartial help and advice service on all aspects of home improvements, adaptations, energy efficiency, repairs and maintenance to residents within the Council's area.
- The Provider will give specific and additional support to older, disabled and vulnerable individuals and householders.
- The Provider will work with the Council to assist in the delivery of specific initiatives in relation to the Project (eg Affordable Warmth Grants).

3.4 All of this information is provided via quarterly monitoring information to the Council.

#### 4 RISK ASSESSMENT

4.1 The approval of this report may have the following implications:

- Resources – The home improvement agency is a valuable service for all older and vulnerable household's in the borough.
- Technical, Environmental and Legal – Homewise provide a wraparound service for vulnerable households and will always aim to support the household to stay in their own home.
- Political – The service is well respected and trusted in the borough.
- Reputation – Homewise have an established reputation in the borough and with partners.
- Equality & Diversity – Essential we can signpost vulnerable households to a reliable service.

#### 5 **RECOMMENDED THAT COMMITTEE**

5.1 Approve payment of the annual grant of £5,760 to Homewise, subject to signing the 24-25 Agreement in line with the provisions in paragraph 3.3.

RACHAEL STOTT  
HOUSING STRATEGY OFFICER

NICOLA HOPKINS  
DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING

For further information please ask for Rachael Stott, extension 3235.



Ribble Valley  
Borough Council

[www.ribblevalley.gov.uk](http://www.ribblevalley.gov.uk)

**RIBBLE VALLEY BOROUGH COUNCIL**

**AND**

**HOMEWISE SOCIETY LIMITED**

Grant Agreement relating to the provision of impartial  
help and advice service  
on all aspects of home improvements,  
adaptations, repairs and maintenance

**GRANT FUNDING AGREEMENT  
FOR ANNUAL GRANT 2024/25**

THIS AGREEMENT is made on

2021

Between

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA and

2. **HOMEWISE SOCIETY LIMITED** a Society registered on the Mutuals Public Register maintained by the Financial Conduct Authority under the Co-operative and Community Benefit Societies Act 2014; registration number IP27708R and whose registered address is at 2-4 Whalley Road, Accrington BB5 1AA

## **1. Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the respective meanings hereby attributed to them

"the Council" means the above mentioned Ribble Valley Borough Council

"the Provider" means the above mentioned Homewise Society Limited

"the Project" means the provision of impartial help and advice service on all aspects of home improvements, adaptations, repairs and maintenance specified in Schedule 2

"the Grant Funding" means the grant funding and arrangements for payment specified in Schedule 1

"the Term" means the period of this Agreement as specified in sub clause 3.1

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1.3 The headings in this Agreement are for reference purposes only and shall not be deemed to be any indication of the clauses to which each relate.

1.4 Any reference in this Agreement to a clause or sub clause or Schedule shall unless stated to the contrary be construed as a reference to a clause or sub clause or Schedule of this Agreement.

1.5 Any reference to this Agreement shall where the context so demands include a reference to any Schedule thereto.

1.6 Any reference in this Agreement to a statute shall where the context so demands include a reference to any regulations orders byelaws or other subordinate legislation made under such statute and shall unless stated to the contrary include any statutory extension modification or re-enactment of that statute or any subordinate legislation made thereunder.

## **2. Recitals**

2.1 The Council have awarded funding to the Provider. The grant funding has been awarded in order to support the delivery of the Project

## **3. Period of the Agreement**

3.1 This Grant Funding Agreement shall be for a period of one year commencing on the 1 April 2024 and ending on 31 March 2025

## **4. Grant Award**

4.1 The Council awards to the Provider the Grant Funding for the purpose of carrying out the Project in accordance with this Agreement.

4.2 In discharging its obligations under this Agreement the Provider shall act as an independent organisation and not as an employee or an agent of the Council.

## **5. The Provider's Obligations**

5.1 The Provider will undertake the Project and apply the Grant Funding in accordance with the terms and conditions contained in this Agreement.

5.2 The Provider shall in accordance with good financial management practice keep accurate financial records relating to the application of the Grant Funding and the carrying out of the Project. The Provider will provide financial records relating to this agreement upon being requested to do so by the Council.

5.3 The Provider will ensure that the implementation of the Project is monitored and recorded on an on-going basis in such a manner as to demonstrate what has been done and the quality of the result which is being and/or has been achieved. The monitoring records must include the details specified in clause 7. The Provider will provide the monitoring records to the Council in accordance with the requirements of clause 7 and at any other time upon being requested to do so by the Council.

5.4 The Provider will ensure that in discharging its obligations under this Agreement it complies with all relevant legal requirements, including (but not exclusively) those relating to employment, health and safety and environmental health matters.

5.5 The Provider shall not in connection with the carrying out of the Project incur any financial or other liability that it cannot meet. For the avoidance of doubt it is agreed between the parties that the Council will not meet any additional costs incurred by the Provider in connection with the provision of the Project without Council's prior written agreement.

5.6 The Provider shall indemnify the Council against any claim, loss and/or expense which it

receives or incurs as a result of the Project.

## **6. The Council's Obligations**

6.1 The Council shall subject to this Agreement pay the Grant Funding to the Provider in accordance with Schedule 1.

## **7. Monitoring and Review of the Project**

7.1 The Monitoring Records that are to be maintained and produced by the Provider in accordance with clause 5.3 shall include monitoring reports submitted to the Council in accordance with the details set out in Schedule 2.

7.2 The Provider shall be represented by the Manager for the Project at any review meetings convened by the Council to coincide with reporting obligations on the part of the Provider under sub clause 7.1

7.3 The Council may at any time during the Term issue a written notice to the Provider if the Project is not being provided satisfactorily in accordance with this Agreement. Such notice shall require the Provider to improve the quality of the provision of the Project in a specified manner within a specified period. In the event there is not a sufficient improvement within that period the Council may either at its discretion amend any term of the Agreement (including the amount of any payment to be made by the Council to the Provider under this Agreement) or terminate the Agreement with immediate effect in accordance with clause 10.2.

7.4 For the avoidance of doubt sub clauses 5.2, 5.3, 7.1, 10, 11 and 12 shall survive the termination of this Agreement.

## **8. Amendment of the Agreement**

8.1 This Agreement may be altered or amended at any time by the written agreement of both parties

## **9. Assignment**

9.1 The Provider shall not assign or sub contract any of its duties or obligations under this Agreement except with the Council's prior written consent.

## **10. Termination**

10.1 Either party may terminate this Agreement by giving not less than three months prior written notice to the other party expiring at any time. Such termination shall not affect the subsisting rights and liabilities of either party to this Agreement.

10.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party in the event of a fundamental breach of any of its conditions by the party in receipt of the notice. Such termination shall not affect the subsisting rights and liabilities of either party to this Agreement.

## **11. Termination Consequences**

11.1 In the event of this Agreement being terminated whether by effluxion of time, notice, breach or otherwise the Provider shall repay to the Council within 14 days of termination any Grant Funding that it has received from the Council prior to the date of termination which has

not been applied or contractually committed to the provision of the Project by the Provider prior to the date of termination or in the case of termination by notice the date of the service of a notice of termination.

11.2 The Council's obligation to make further payments to the Provider under the terms of this Agreement shall cease on the date upon termination of the Agreement

### **13. Receipt**

13.1 The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statements in respect of such money.

### **14. Force majeure**

14.1 Both parties shall be relieved from their respective obligations under this Agreement in the event that government regulation or any other cause whatsoever beyond the reasonable control of either of them renders the performance of this Agreement impossible whereupon clause 11 shall apply accordingly

### **15. Severance**

15.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable or indications to that effect are given to either of the parties by any competent authority, the remaining provisions of this Agreement shall remain in full force and effect unless the Council in the Council's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Council shall be entitled to terminate this Agreement by 21 days' notice to the Provider whereupon the provision of clause 11 shall apply.

### **16. Notices**

16.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by pre-paid post electronic mail (backed up by correspondence), and shall be deemed to have been duly served;

16.1.1 in the case of notice delivered personally at the time of delivery

16.1.2 in the case of a notice sent by pre-paid post 2 clear business days after the day of despatch.

16.1.3 in the case of electronic transmission if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided in each case that a confirmatory copy is sent by pre-paid post or by hand at the end of the next business day.

### **17. Waiver**

17.1 The failure of either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

### **18. Rights Cumulative**

18.1 All rights granted to either of the parties shall be cumulative and no exercise by either

of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other rights granted by this Agreement or otherwise available to it.

**19. Whole Agreement**

19.1 Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent enquiries into all matters relevant to it.

**20. Third Party Rights**

20.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999

**21. Warranty**

21.1 Each of the parties warrant that it has power to enter this Agreement and that the respective signatories on behalf of the parties are properly authorised.

**22. Change of Address**

22.1 Each of the parties shall give notice to the other of the change or acquisition of any address, telephone number fax number or email address at the earliest possible opportunity but in any event within 48 hours of the change of acquisition.

**23. VAT**

23.1 Nothing in this Agreement amounts to the provision of services by the Provider to the Council and therefore any payments made by the Council to the Provider are not consideration for any supply. If however, following any audit of the Provider activities by HM Revenue and Customs it is determined that a taxable supply has been made to the Council the Council will pay any VAT which is properly due, on production of a valid VAT invoice.

Signed .....

Jane Pearson , Director of Resources & Deputy Chief Executive  
On behalf of Ribble Valley Borough Council

Signed .....

Duly authorised by Homewise Society Limited  
To sign this Agreement on its behalf



## **SCHEDULE 1**

### **Grant Funding**

1. The Council will pay to the Provider the total sum of £5760.00, to be paid in four quarterly installments of £1,440, within 30 days of the date of receipt of the quarterly monitoring information.
2. The above payment is contingent upon the following:
  - (i) The Provider submitting an invoice for the installment
  - (ii) Monitoring reports being presented to the Council at quarterly intervals as detailed in Schedule 2; and
  - (iii) The Provider complying with the requirements imposed by this agreement.

## **SCHEDULE 2**

### **Project Specification**

1. The Provider (a Home Improvement Agency) is assisting the Council in meeting its strategic priorities detailed in the Council's Housing Delivery Plan.
2. The Provider will provide a comprehensive, impartial help and advice service on all aspects of home improvements, adaptations, energy efficiency, repairs and maintenance to residents within the Council's area.
3. The Provider will give specific and additional support to older, disabled and vulnerable individuals and householders.
4. The Provider will work with the Council to assist in the delivery of specific initiatives in relation to the Project detailed in 2 above (eg Affordable Warmth Grants).

### **Outcomes/Monitoring**

1. The Provider will submit quarterly monitoring information to the Council as detailed on the table below, such information to be provided on 30 June, 30 September and 31 December 2024 and 31 March 2025.
2. The Provider will provide additional specific monitoring information to the Council in order to comply with the requirements detailed in 4 above.