

**Dated:**

.....

**GRANT FUNDING AGREEMENT**

**BETWEEN**

**LANCASTER CITY COUNCIL**

**AND**

**(1) MOREHOMES FOR THE BAY (INVESTMENTS) LIMITED**

**(2) MOREHOMES FOR THE BAY (DEVELOPMENTS) LIMITED**

**Legal Services  
Lancaster City Council  
Town Hall  
Dalton Square  
Lancaster  
LA1 1PJ  
Legal ref:**

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### SCHEDULE

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THIS DEED is dated

**PARTIES**

- (1) **Lancaster City Council** whose principal address is at Town Hall, Dalton Square, Lancaster LA1 1PJ (**Funder**).
- (2) **Morehomes for the Bay (Investments) Limited** whose registered office is at Town Hall, Dalton Square, Lancaster LA1 1PJ (company number 13469098) (**First Recipient**).
- (3) **Morehomes for the Bay (Developments) Limited** whose registered office is at Town Hall, Dalton Square, Lancaster LA1 1PJ (company number 13469092)(**Second Recipient**).

**BACKGROUND**

- (A) The Funder is the sole shareholder of the First Recipient and Second Recipient.
- (B) The Funder agrees to pay the Funding to the Recipients to assist them in their initial start-up costs.
- (C) This Agreement sets out the terms and conditions on which the Funding is made by the Funder to the Recipients.
- (D) These terms and conditions are intended to ensure that the Funding is used for the purpose for which it is given.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

In this Agreement the following terms shall have the following meanings:

**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;

**Commencement Date:** [XXXXXXXXXXXXXX];

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; any regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

**GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

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

**Funding:** the sum of £5,000 (five thousandpounds Sterling) to be paid to the Recipients in accordance with this Agreement;

**Funding Period:** the period for which the Funding is awarded starting on the Commencement Date and ending on [DATE 12 MONTHS FROM COMMENCEMENT DATE];

**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;

**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;

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation;

**Prohibited Act:**

- (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
  - (i) 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 Agreement with the Funder; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other Agreement with the Funder;
- (b) entering into this Agreement or any other Agreement 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 Agreement is entered into particulars of any such commission and of the terms and conditions of any such Agreement 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 Agreement with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder;

**Recipients:** means the First Recipient and Second Recipient;

**Start-up Costs:** means the costs described in Schedule 3 and includes the cost of insurance, costs incurred under a Service Level Agreement to be agreed by the

parties, administrative costs, banking charges, companies house costs and any other reasonable and proper costs authorised by the Funder;

**Subsidy** means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
  - i a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
  - ii the forgoing of revenue that is otherwise due;
  - iii the provision of goods or services, or the purchase of goods or services; or
  - iv a measure analogous to these,
- (b) confers an economic advantage on one or more economic actors;
- (c) is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services; and
- (d) has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into a trade agreement with which has provisions in respect of public sector funding arrangements;

**Subsidy Control Threshold:** the financial limit set out in accordance with paragraph 4, Article 3.2 of Part Two, Chapter 3, Title XI of the TCA;

**Subsidy Control Regulation:** as provided for in section 29 of the European Union (Future Relationship) Act 2020 and such other legislation (including the incorporation of international treaties by virtue of statutory provisions) regulations and guidance issued by a Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

**TCA** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland;

**UK GDPR:** means the GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018 and subsequently amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);

**Unlawful Subsidy** means Subsidy which has been granted, or from time to time is, in contravention of Subsidy Control Regulation;

**2. PURPOSE OF FUNDING**

- 2.1 The Funder shall make the Funding available, subject to the provisions of this Agreement, for the purpose of the promotion and improvement of the economic and social wellbeing of the administrative district of Lancaster and the Funder enters into this Agreement pursuant to its powers under the Local Government Act 2000 and the Localism Act 2011.
- 2.2 The Recipients shall use the Funding only for Start-up Costs and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.3 The Funding provided to the Recipients under this Agreement is provided on a joint and several basis and may be held in one or both of the Recipients accounts for the benefit and use of both Recipients.

**3. PAYMENT OF FUNDING**

- 3.1 Subject to clause 11, the Funder shall pay the Funding to the Recipients in accordance with Schedule 1, subject to the necessary funds being available when payment falls due. The Recipients agree and accept that payments of the Funding can only be made to the extent that the Funder has available funds.
- 3.2 No payment of the Funding shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Start-up Costs.
- 3.3 The amount of the Funding shall not be increased in the event of any overspend by the Recipients in its delivery of its Start-up Costs or without the prior written agreement by the Funder.
- 3.4 Request for increase in Funding under this Agreement shall be made in writing or emailed to the office of the Chief Executive (chiefexecutive@lancaster.gov.uk).
- 3.5 The Recipients shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Recipients.

#### **4. USE OF FUNDING**

4.1 The Funding shall be used by the Recipients for the Start-up Costs authorised by the Funder in accordance with the agreed budget set out in Schedule 2. For the avoidance of doubt, the amount of the funding that the Recipients may spend on any item of expenditure listed in column 1 of Schedule 2 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder. The agreed budget may be amended with written agreement between the parties.

4.2 If the Recipients obtain funding from anyone not party to this Agreement in relation to the Recipients' delivery of the Start-up Costs (including without limitation funding for associated administration and staffing costs), the budget in Schedule 2 shall be amended by the Parties to include the amount of such together with a clear description of what that funding shall be used for.

4.3 The Recipients shall not use the Funding to:

- (a) purchase buildings or land; or
- (b) pay for any expenditure commitments of the Recipients entered into before the Commencement Date,

without the prior written agreement of the Funder.

4.4 The Recipients shall not spend any part of the Funding on the Start-up Costs after the Funding Period unless this has been agreed in writing by the Funder.

4.5 Should any part of the Funding remain unspent at the end of the Funding Period, the Recipients shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for purposes related to the Start-up Costs as approved by the Funder (in its sole discretion).

#### **5. ACCOUNTS AND RECORDS**

5.1 The Funding shall be shown in the Recipients' accounts as restricted funds and shall not be included under general funds.

5.2 The Recipients shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it.

5.3 The Recipients shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six years following receipt of any Funding monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipients' accounts and

records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records.

- 5.4 The Recipients 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 Recipients shall closely monitor:
- (a) the Start-up Costs throughout the Funding Period to ensure that the Start-up Costs are reasonably incurred and proportionate; and
  - (b) that the Recipients are complying with and not in breach of this Agreement.
- 6.2 Upon request by the Funder the Recipients shall provide the Funder with a financial report and an operational report on its use of the Funding at such intervals and in such formats as the Funder may reasonably require.
- 6.3 Where the Recipients have obtained funding from anyone not party to this Agreement for its delivery of the Start-up Costs, the Recipients 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 Recipients 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 Funding has been used properly in accordance with this Agreement.
- 6.5 The Recipients shall (if requested) provide the Funder with a final report on completion of the Funding Period which shall confirm whether the Start-up Costs have been successfully and properly completed.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Funder and the Recipients 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 Recipients before the Commencement Date or developed by any party during the Funding Period, shall remain the property of that party.



## **8. CONFIDENTIALITY**

- 8.1 Subject to clause 9 (Freedom of Information), 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 to the extent required by law, or save as expressly authorised in writing by the other party.
- 8.2 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 anyone not party to this Agreement having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **9. FREEDOM OF INFORMATION**

- 9.1 The Recipients acknowledge that the Funder may be subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 9.2 The Recipients shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder require within 5 working days (or such other period as the Funder may reasonably specify) of the Funder request for such information; and

- (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.

9.3 The Recipients acknowledge that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipients. The Funder shall take reasonable steps to notify the Recipients of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in their absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **10. DATA PROTECTION**

Each party will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

## **11. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING**

11.1 The Funder's intention is that the Funding will be paid to the Recipients in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:

- (a) the Recipient(s) uses the Funding for purposes other than those for which they have been paid;
- (b) the Funder consider that the Recipient(s) has not made satisfactory progress with the delivery of the start up of the Recipient(s) companies;
- (c) the Recipient(s) obtains funding from anyone not party to this Agreement which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Funder into disrepute;
- (d) the Recipient(s) provides the Funder with any materially misleading or inaccurate information;
- (e) the Recipient(s) commits or committed a Prohibited Act;
- (f) any member of the governing body, employee or volunteer of the Recipient(s) has 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;
- (g) the Recipient(s) 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);

- (h) the Recipient(s) 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;
- (i) the Recipient(s) commits a breach of clause 15;
- (j) the Recipient(s) 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;
- (k) the Funding is found by a competent authority or discovered by the Funder to constitute Unlawful Subsidy or the Recipient is found to have received an amount of Subsidy that exceeds its Subsidy Control Threshold.

11.2 The Funder may retain or set off any sums owed to it by the Recipient(s) which have fallen due and payable against any sums due to the Recipient(s) under this Agreement or any other agreement pursuant to which the Recipient(s) receives goods or services to the Funder.

11.3 The Recipients shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

11.4 Should the Recipients be subject to financial or other difficulties which are capable of having a material impact on its 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 Funding monies.

## **12. ANTI-DISCRIMINATION**

12.1 The Recipients 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.

12.2 The Recipients shall take all reasonable steps to secure the observance of clause 12.1 by all servants, employees or agents of the Recipients.

## **13. EQUALITY**

13.1 The Recipients shall (and shall procure that its personnel shall) perform its obligations under this Agreement in accordance with:

- (a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (b) the any equality and diversity policy as provided to the Recipients from time to time; and
- (c) any other requirements and instructions which the Funder reasonably imposes in connection with any equality obligations imposed on the Funder at any time under applicable equality law; and

13.2 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Recipients shall also 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.

#### **14. TRANSPARENCY**

14.1 Notwithstanding any other term of this Agreement, the Recipients consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

14.2 The Funder shall, prior to publication, consult with the Recipients on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Recipients shall assist and cooperate with the Funder to enable the Funder to publish this Agreement.

#### **15. MODERN SLAVERY**

15.1 In performing its obligations under the Agreement, the Recipients shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (c) include in Agreements with its direct sub-contractors and contractors, provisions which are at least as onerous as those set out in this clause;
- (d) notify the Funder as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and
- (e) maintain a complete set of records to trace the supply chain of all Goods, Hire Goods and Services provided to the Funder in connection with this

Agreement; and permit the Funder and its third party representatives to inspect the Recipients' premises, records, and to meet the Recipients' personnel to audit the Recipients' compliance with its obligations under this clause.

- 15.2 The Recipients represent and warrant that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

## **16. LIMITATION OF LIABILITY**

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the involvement of the Recipients in the use of the Funding or from withdrawal of the Funding. The Recipients 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 and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipients in relation to the non-fulfilment of obligations of the Recipients under this Agreement or its obligations to third parties save to the extent (if any) that it was also caused or contributed to by the negligent act or omission or default of the Funder.

- 16.2 Subject to clause 16.1, the Funder's liability under this Agreement is limited to the payment of the Funding.

- 16.3 No party excludes or limits their liability to the other for death, personal injury, fraudulent misrepresentation or any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.

- 16.4 Subject always to Clauses 15.1 and 15.3 in no event shall the parties be liable to each other for loss of profits, business revenue, goodwill or any other consequential or indirect loss.

## **17. WARRANTIES**

The Recipients warrant, undertake and agree that:

- (a) they have not committed, nor shall they commit, any Prohibited Act;
- (b) they shall at all times comply with all relevant legislation 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, codes or recommendations;
- (c) they 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 delivering the Business Plan;

- (d) they have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) all financial and other information concerning the Recipients which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (f) they are not subject to any agreement or other restriction imposed by the Recipients' own or any other organisation's rules or regulations or otherwise which may prevent or materially impede them from meeting its obligations in connection with the Funding;
- (g) they are 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 Funding on the terms contained in this Agreement;

## **18. DURATION**

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Funding Period or for so long as any Funding monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **19. TERMINATION**

The Funder may terminate this Agreement and any Funding payments on giving the Recipients [one month's] written notice.

## **20. ASSIGNMENT**

The Recipients 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 Start-Up Cost, transfer or pay to any other person any part of the Funding.

## **21. WAIVER**

No failure or delay by any 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 or emailed to the office of the Chief Executive (chiefexecutive@lancaster.gov.uk). 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 Funding or terminate this Agreement) arising between the Funder and one or both of the Recipients in relation to this Agreement the matter should first be referred for resolution to the Director of Communities and Environment of the Funder 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 Director of Communities and Environment or other nominated individual of the Funder, as the case may be, any party may refer the matter to the Chief Executive of Funder and a Director of the relevant Recipient(s) with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the relevant Recipient(s).

23.3 In the absence of agreement under clause 23.2, the relevant parties to the dispute 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 the 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 Recipients, 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. 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.

**26. 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 as a deed and is delivered and takes effect on the date stated at the beginning of it.



**Schedule 1 Payment Schedule**

<b>Amount of Funding Payable</b>	<b>Date of Payment</b>
£5,000 (Five Thousand Pounds Sterling)	xxxxxx

**Schedule 2  
BUDGET**

<b>Work</b>	<b>Costs</b>	<b>Date</b>
Purchase of Company Insurance	£2,500.00	
Administration	£750.00	
Banking Charges	£100.00	
Council Recharges	£650.00	
Provision for Corporation Tax	£1,000	
	<b>Total £5,000</b>	

EXECUTED as a DEED by the  
affixing of the COMMON SEAL of  
LANCASTER CITY COUNCIL  
in the presence of:

.....  
Authorised Signatory

EXECUTED as a DEED by  
MOREHOMES FOR THE BAY  
(DEVELOPMENTS) LIMITED  
acting by and under the signatures of:  
[NAME OF DIRECTOR]

.....  
[SIGNATURE OF DIRECTOR]  
Director

[NAME OF WITNESS]

[SIGNATURE OF DIRECTOR OR  
COMPANY SECRETARY]  
[Director **OR** Company Secretary]

EXECUTED as a DEED by MOREHOMES  
FOR THE BAY (INVESTMENTS)  
LIMITED  
acting by and under the signatures of:  
[NAME OF DIRECTOR]

.....  
[SIGNATURE OF DIRECTOR]  
Director

[NAME OF WITNESS]

.....  
[SIGNATURE OF DIRECTOR OR  
COMPANY SECRETARY]  
[Director **OR** Company Secretary]