

Dated _____ 2016

GRANT AGREEMENT

between

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL

BRISTOL CITY COUNCIL

and

THE EXTRACARE CHARITABLE TRUST

THIS DEED is dated

2016

PARTIES

- (1) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** whose principal address is at The Civic Centre High Street Kingswood Bristol BS15 0DQ (**SGDC**)(**Funder**)
- (2) **BRISTOL CITY COUNCIL** whose principal address is at City Hall, College Green, Bristol BS1 5TR (**BCC**)(**Funder**)
- (3) **THE EXTRACARE CHARITABLE TRUST** (Company Registration Number 2205136 Charity Number 327816) whose register office is at 7 Harry Weston Road Binley Business Park Binley Coventry (**ExtraCare**).

BACKGROUND

- (A) SGDC and BCC have agreed to pay the Grant to ExtraCare to assist it in carrying out the Project.
- (B) SGDC's Adults and Housing Committee has approved a capital investment of up to £1.92 million to be provided for the Project
- (C) BCC has approved a capital contribution of up to £2.85 million to be provided for the Project
- (D) The Parties intend that the Project will involve the development of approximately 261 units of ExtraCare accommodation consisting of a mix of social rented, shared ownership units and privately owned units together with communal facilities and amenities
- (E) Both SGDC and BCC shall make its capital contribution in two equal halves. 50% shall be payable when ExtraCare becomes the legal owners of the Land and the remaining 50% will be paid at practical completion of the construction of the Project.
- (F) ExtraCare shall, on payment in full of the Grant, give full nomination rights in perpetuity to SGDC to 41 rented units.
- (G) ExtraCare shall, on payment in full of the Grant, give full nomination rights in perpetuity to BCC to 40 rented units.
- (H) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to ExtraCare.
- (I) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

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.

Funder: means SGDC and BCC collectively

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

Grant: the sum of £4,770,000 (Four million seven hundred and seventy thousand pounds) to be paid to ExtraCare in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Legal Completion Date and ending on the fifth anniversary of the Legal Completion 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.

Land: means the land east of Coldharbour Lane Bristol and shown edged red on the plan attached to this agreement and being part of the property registered at the Land Registry with title absolute under title number AV235899

Legal Completion Date: means the date when ExtraCare purchase and become the legal owners of the Land and when a Legal change has been granted to the Funder.

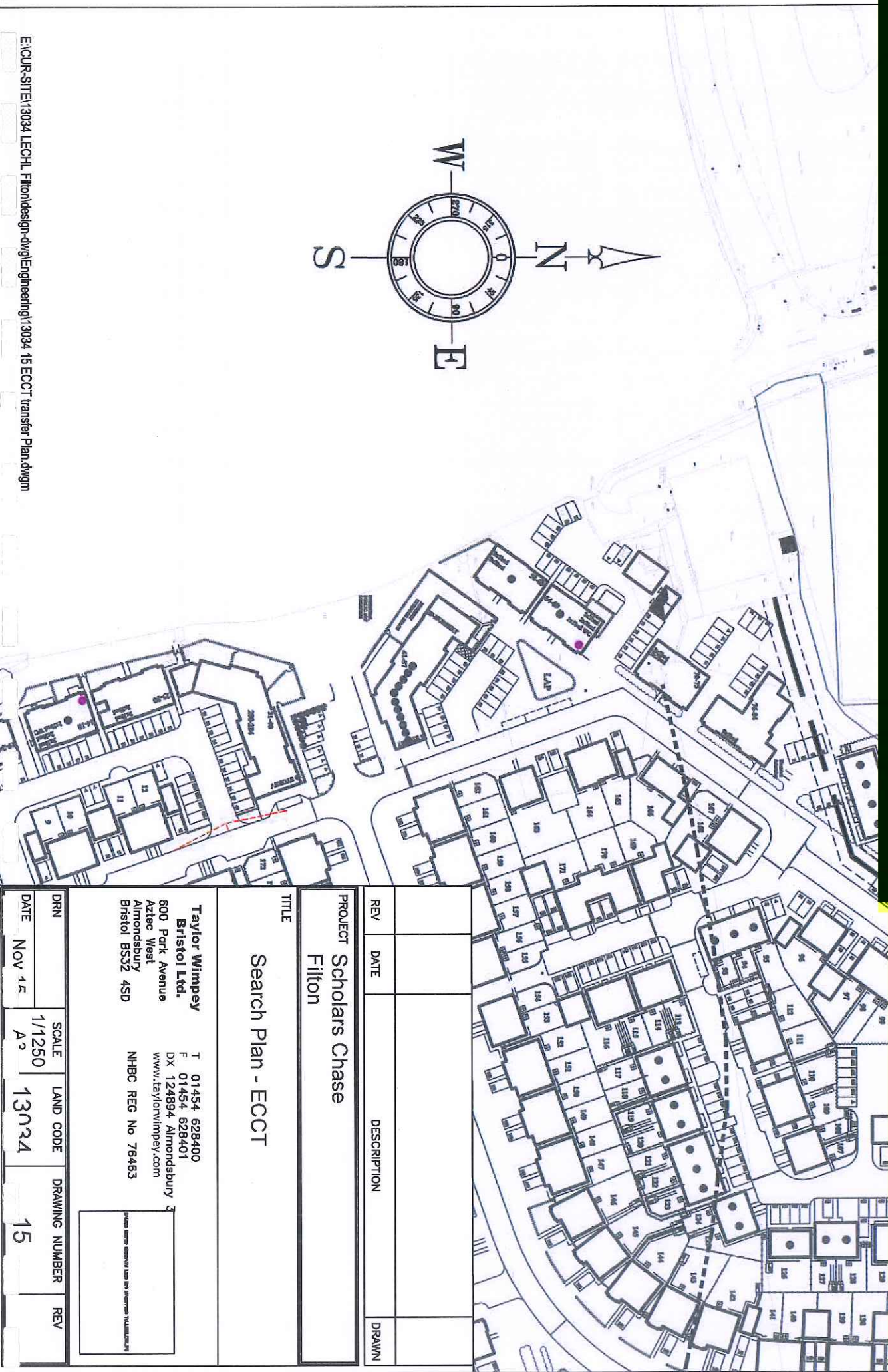
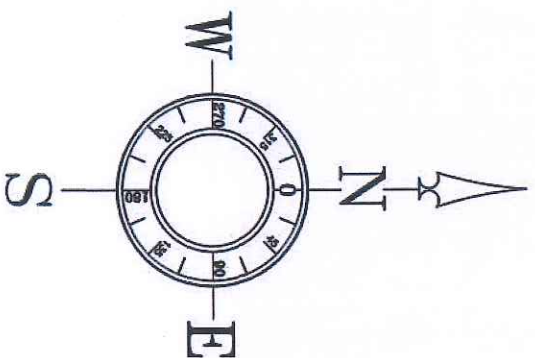
"Nomination Agreement" means the nomination agreement dated [on completion] between the Funder and ExtraCare;

Nomination Rights: full nomination rights in perpetuity to SGDC to 41 of the rented units and full nomination rights in perpetuity to BCC to 40 of the rented units on the terms set out in the Nomination Agreement.

Practical Completion Date: means the date when a certificate is to be issued regarding completion of the Project as issued by ExtraCare agent

Prohibited Act: means:

- (a) offering, giving or agreeing to give 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 contract with the Funder; or



REV	DATE	DESCRIPTION	DRAWN
PROJECT Scholars Chase			
Filton			
TITLE			
Search Plan - ECCT			
DRN			
DATE			
NOV 15			
SCALE			
1/1250			
LAND CODE			
13024			
DRAWING NUMBER			
15			
REV			
Taylor Wimpey			
Bristol Ltd.			
600 Park Avenue			
Aztec West			
Almondsbury			
Bristol BS32 4SD			
T 01454 628400			
F 01454 628401			
DX 124894 Almondsbury			
www.taylorwimpey.com			
NHBC REG No 76463			

- (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by ExtraCare or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract 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 contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the redevelopment of land at Coldharbour Lane Bristol to comprise 261 units of ExtraCare accommodation providing care for the elderly in partnership with the Funder and the allocation of the Nomination Rights

Project Manager: the individual who has been nominated to represent each party for the purposes of this Agreement

2. PURPOSE OF GRANT

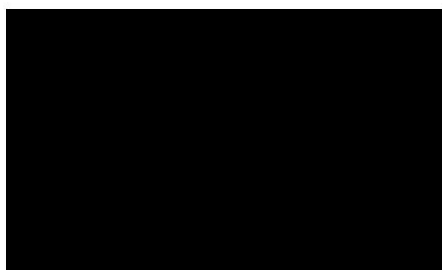
- 2.1 ExtraCare shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 ExtraCare shall not make any significant change to the Project without the Funder's prior written agreement (such approval not to be unreasonably withheld or delayed).

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to ExtraCare as follows:
 - 3.1.1 SGDC to pay the sum of £960,000 on the Legal Completion Date and a further sum of £960,000 on the Practical Completion Date.
 - 3.1.2 BCC to pay the sum of £1,425,000 on the Legal Completion Date and a further sum £1,425,000 on the Practical Completion Date.
- 3.2 The sum payable on the Legal Completion Date is subject to the Funders having a legal charge over the land.

- 3.3 No Grant shall be paid until the Funder is satisfied that a legal charge has been granted to the Funder
- 3.4 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.5 The amount of the Grant shall not be increased in the event of any overspend by ExtraCare in its delivery of the Project.
- 3.6 The payments made by the Funder shall be made not later than 5 (five) calendar days of a notice from ExtraCare confirming to the Funder that each stage in the Project at clause 3 has been completed

3.7 Payments shall be made by direct bank transfer into the following bank account:-



- 3.8 ExtraCare shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by ExtraCare.
- 3.9 Each party shall indemnify the other Party against any costs, liabilities and losses caused by their breach of obligations under this Agreement.

4. USE OF GRANT

- 4.1 The Grant shall be used by ExtraCare for the delivery of the Project.
- 4.2 ExtraCare shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.3 Should any part of the Grant remain unspent at the end of the Grant Period, ExtraCare 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 charitable purposes as agreed between the parties.

- 4.4 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by ExtraCare to deliver the Project must be managed and paid for by ExtraCare using other resources of ExtraCare. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in ExtraCare's accounts as a restricted fund and shall not be included under general funds.
- 5.2 ExtraCare shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 ExtraCare shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, ExtraCare's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 ExtraCare shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid if so requested by the Funder
- 5.5 ExtraCare 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 ExtraCare shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 ExtraCare shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. ExtraCare shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where ExtraCare has obtained funding from a third party for its delivery of part of the Project, ExtraCare shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

- 6.4 Along with its first quarterly financial report, ExtraCare shall provide the Funder with a risk register and insurance review in the format provided by the Funder. ExtraCare shall address the health and safety of its staff in the risk register.
- 6.5 ExtraCare 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 Grant has been used properly in accordance with this Agreement.
- 6.6 ExtraCare shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating ExtraCare's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 ExtraCare shall permit any person authorised by the Funder for the purpose to visit ExtraCare once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8 ExtraCare shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 ExtraCare shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 ExtraCare shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. ExtraCare shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, ExtraCare shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 ExtraCare agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

- 7.5 The Funder may acknowledge ExtraCare's involvement in the Project as appropriate without prior notice.
- 7.6 ExtraCare shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and ExtraCare 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 ExtraCare before the Legal Completion Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided ExtraCare with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), ExtraCare shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (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 save as expressly authorised in writing by the other party.
- 9.2 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 a third party having the right to disclose the same to the receiving

party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 ExtraCare acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at ExtraCare's expense) to enable the Funder to comply with these information disclosure requirements.
- 10.2 ExtraCare shall:
- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within five Working Days of receiving a request for information;
 - (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within [ten] working days (or such other period as the Funder may specify) of the Funder requesting that information; and
 - (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 10.3 The Funder shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
 - (b) is to be disclosed in response to a request for information, and in no event shall ExtraCare respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.4 In no event shall ExtraCare respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.5 ExtraCare acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
- (a) without consulting with ExtraCare; or

- (b) following consultation with ExtraCare and having taken its views into account,

provided always that where clause 10.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give ExtraCare advanced notice, or failing that, to draw the disclosure to ExtraCare's attention after any such disclosure.

- 10.6 ExtraCare shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

11. DATA PROTECTION

ExtraCare shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 BCC and SGDC's intention is that the Grant will be paid to ExtraCare in full. However, without prejudice to either BCC or SGDC's other rights and remedies, BCC or SGDC may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) ExtraCare uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 24 months of the Legal Completion Date and ExtraCare has failed to provide BCC or SGDC with a reasonable explanation for the delay;
- (c) ExtraCare fails to provide, removes or otherwise interferes with any or all of the Nomination Rights;
- (d) ExtraCare obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (e) ExtraCare provides BCC or SGDC with any materially misleading or inaccurate information; ExtraCare commits or committed a Prohibited Act;
- (f) any member of the governing body, employee or volunteer of ExtraCare has
 - (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or
 - (b) taken any actions which, in the reasonable opinion of the BCC or SGDC, bring or are likely to bring the BCC or SGDC's name or reputation into disrepute;

- (g) ExtraCare 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) ExtraCare 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; or
 - (i) ExtraCare 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.
 - (j) If either BCC or SGDC invoke the provisions of this clause 12.1
- 12.2 Wherever under the Agreement any sum of money is recoverable from or payable by ExtraCare (including any sum that ExtraCare is liable to pay to BCC or SGDC in respect of any breach of the Agreement), BCC or SGDC may unilaterally deduct that sum from any sum then due, or which at any later time may become due to ExtraCare under the Agreement or under any other agreement or contract with either BCC or SGDC.
- 12.3 ExtraCare shall make any payments due to BCC or SGDC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should ExtraCare be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify both BCC and SGDC as soon as possible so that, if possible, and without creating any legal obligation, BCC and SGDC will have an opportunity to provide assistance in resolving the problem or to take action to protect BCC and SGDC and the Grant monies.
- 12.5 The provisions of clause 12.1(c) shall survive termination of this agreement, however arising.

13. ANTI-DISCRIMINATION

- 13.1 ExtraCare 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.
- 13.2 ExtraCare shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of ExtraCare and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 ExtraCare shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if ExtraCare were a public body (as defined in the Human Rights Act 1998).
- 14.2 ExtraCare shall 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.

15. WARRANTIES

ExtraCare warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it 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;
- (d) it 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 the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning ExtraCare which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is 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 Grant on the terms contained in this Agreement; and

- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

16. INSURANCE

- 16.1 ExtraCare shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by ExtraCare, arising out of ExtraCare's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 16.2 The Required Insurances referred to above include (but are not limited to):
 - (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Service; and
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Service.
 - (c) professional indemnity insurance with a limit of indemnity of not less than £2,500,000, (two and a half million) pounds in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

ExtraCare shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

17. DURATION

- 17.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by ExtraCare, whichever is longer.
- 17.2 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.

18. ASSIGNMENT

ExtraCare 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 Project, transfer or pay to any other person any part of the Grant.

19. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

20. 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. 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.

21. DISPUTE RESOLUTION

- 21.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the parties Project Managers or any other individual nominated by the parties from time to time in an attempt to rectify the dispute.
- 21.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chief Executive of ExtraCare 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 ExtraCare.
- 21.3 In the absence of agreement under clause 21.2, the parties 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 both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

22. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and ExtraCare, 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.

23. JOINT AND SEVERAL LIABILITY

Where ExtraCare is not a company, nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of ExtraCare shall be jointly and severally liable for ExtraCare's obligations and liabilities arising under this Agreement.

24. 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.

25. 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.

The **COMMON SEAL** of **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** was hereunto affixed and authenticated by:-


Authorised Signatory

The **COMMON SEAL** of **THE CITY COUNCIL of BRISTOL** was hereunto affixed and authenticated by:-

Authorised Signatory

EXECUTED as a DEED
by THE EXTRACARE
CHARITABLE TRUST by

~~[NAME OF DIRECTOR]~~


[SIGNATURE OF DIRECTOR]

~~[NAME OF DIRECTOR]~~


[SIGNATURE OF DIRECTOR]

