

War Memorials Trust Grants Scheme



War Memorials Trust

Grant Contract

For: Barkway war memorial (WM8459/1)

Between: War Memorials Trust and Barkway Parish Council

Dated: 18th May 2017

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contract

.his contract is made the 18th May 2017

Between War Memorials Trust and the Grant Recipient named in the Definitions

It is agreed as follows

Documentation, time limits and amount of grant

1 Definitions

1.01 In this Contract, unless the context otherwise requires:

'the Completion Report' means the report prepared by the Grant Recipient to certify that the Repair Works are complete. The Completion Report must enclose a set of photographs of sufficient quality to show that the Repair Works are complete; a statement of the work carried out detailing materials used and methods employed and copies of invoices to certify the amount spent on the Repair Work,

'Professional Advisors and the Contractor' means the building or other contractor, whom the Grant Recipient proposes to engage in connection with the Works,

'data' means all designs, models, plans, drawings, prints, samples, transparencies, specifications, data, reports, manuscripts, working notes, documentation, results of surveys, materials, manuals, photographs, negatives, tapes, discs, films, software and similar items.

'the Enforcement Period' means a period of 6 years after the payment of the final instalment of the Grant.

"the Grant" means the amount of up to £7,220.

"the Grant Recipient" means Barkway Parish Council,

"the Method Statement" means the statement of work to be undertaken and the manner of carrying out the works, submitted by the Grant Recipient and agreed or amended by War Memorials Trust, attached at Annex 1

'IP Rights' means all patents, copyright, design rights, rights in designs, and other intellectual property rights together with the exclusive right to apply to be registered as the owner of any such right as incapable of registration.

"the Offer Date" means 18th May 2017,

"the Repair Works" means the works itemised in the Method Statement

"the Site" means Barkway war memorial,

2 Time limits

- 2.01 Unless agreed otherwise by War Memorials Trust in writing, the Repair Works must be completed and all Grant claimed, by submission of a satisfactory Completion Report, within one year of the Offer Date.
- 2.02 Failure to comply with the time limits may result in the Grant or balance of grant being withdrawn by War Memorials Trust on fourteen days written notice.

3 Amount of grant

- 3.01 A proportionate reduction will be made in the Grant if the actual cost of the works eligible for grant is less than the estimated cost on which the grant calculation was based.
- 3.02 If any costs increase, or additional work is undertaken, War Memorials Trust will not consider any request for a grant increase.

Works conditions

4 Employment of professional advisors and contractors

- 4.01 All Professional Advisors, and building or other contractors, must be employed under a relevant standard form of written contract, or other comprehensive written terms and conditions duly executed by both parties as appropriate, unless otherwise agreed by War Memorials Trust in writing. Proof of the terms of engagement must be supplied on request.

5 Specification, conduct and standard of work

- 5.01 Additional works or variations to the approved Method Statement must be approved in writing by War Memorials Trust in advance and carried out strictly in accordance with any approval given.
- 5.02 The Repair Works must be carried out in full, in accordance with the Method Statement, and to the complete satisfaction of War Memorials Trust. An inspection may be made on completion of the Repair Works to ensure that all the terms and conditions of this Contract have been complied with.
- 5.03 The Grant Recipient must promptly on request disclose to War Memorials Trust such information relating to the procurement and execution of the Repair Works as is reasonably required by War Memorials Trust.

6 Notification of commencement/completion/delay

- 6.01 The Grant Recipient must notify War Memorials Trust in writing two weeks before the commencement of the Repair Works at:
- (a) The names of all Professional Advisors and contractors appointed;
 - (b) The date on which the Repair Works are to commence;
 - (c) The forecast date of the completion of the Repair Works.

- 2 The Grant Recipient must notify War Memorials Trust in writing of:
- (a) Any significant change to the forecast date of completion of the Repair Works;
 - (b) The actual date of the completion of the Repair Works;
 - (c) The removal of any temporary access including scaffolding at least three weeks prior to removal;
 - (d) The change of any Contractor.

7 Statutory consents

- 7.01 Any approval or consent given by War Memorials Trust under these conditions does not relieve the Grant Recipient of the need to obtain any other consent, approval, permission, or clearance required under planning, ancient monuments, historic buildings, wildlife, buildings regulations or any other relevant legislation. All necessary consents etc must be obtained and fully complied with.

8 Payment of grant

- 8.01 The Grant will be paid in a single payment when the Grant Recipient has submitted a satisfactory Completion Report and the Repair Works are complete to the satisfaction of War Memorials Trust.
- 8.02 All payments will be made by BACS payment issued by War Memorials Trust and payable to the Grant Recipient.
- 8.03 The Grant Recipient must keep all relevant documents for 6 years after the final payment of the Grant, and must promptly provide any financial or other information and records relating to the Grant or the project that may be requested by War Memorials Trust.

Post repair conditions

9 Contract life

- 9.01 This Contract will cease to be binding on the parties at the end of the Enforcement Period.

10 Usage

- 10.01 The Grant Recipient must continue to use the Site as a War Memorial.

General conditions

11 Grant publicity

- 11.01 War Memorials Trust may make public the purpose and amount of the Grant in whatever way it shall think fit.

12 Site access

- 12.01 War Memorials Trust's representatives have a right of access to enter the Site at a reasonable time, by appointment with the Grant Recipient, to:
- (a) Make interim inspections of progress;
 - (b) Make a final inspection of the Site on completion to establish whether all the terms and conditions of the Grant have been complied with
 - (c) Photograph and record the War Memorial
- 12.02 During the term of this Contract and the Enforcement Period, War Memorials Trust's representatives have a right of access to enter the Site at any time, after giving reasonable notice to the Grant Recipient, to establish whether all the terms and conditions of this Contract have been complied with.

13 Grant repayment

- 13.01 The whole or any part of a Grant (in so far as it shall have been paid) shall immediately become repayable by the Grant Recipient to War Memorials Trust (and any future payments of Grant shall cease to become due) if:
- (a) The Grant Recipient fails to comply with any of the terms and conditions of this Contract;
 - (b) The Grant Recipient's application form or other material subsequently submitted is shown to have been completed fraudulently, negligently, incorrectly or misleadingly in any material particular;
 - (c) The Completion Report is shown to have been completed fraudulently, incorrectly or misleadingly in any material particular;
 - (d) The Grant Recipient has acted negligently or fraudulently in connection with this Contract;
 - (e) The Grant Recipient alters the Site in a manner inconsistent with this Contract;
 - (f) The Grant Recipient ceases to exist or is declared a bankrupt or is placed into receivership or liquidation or is the subject of an administration order.

14 Intellectual property rights

- 14.01 The Grant Recipient hereby grants to War Memorials Trust a perpetual non-exclusive royalty free licence (and the right to sub-licence others) to make or allow use of all Data or any IP Rights in such Data prepared or developed pursuant to this Contract as it thinks fit. The Grant Recipient warrants that it has or will have the right to grant such a licence and that no use of the Data will infringe the rights of third parties.
- 14.02 The Grant Recipient shall promptly provide copies of all Data prepared or developed pursuant to this Contract and when requested by War Memorials Trust.
- 14.03 The Grant Recipient confirms that the Data referred to in Clause 15.01 is not confidential information.
- 14.04 All IP Rights in all Data prepared or supplied by War Memorials Trust to the Grant Recipient, their Professional Advisors or contractors shall remain the property of War Memorials Trust, and War Memorials Trust hereby grants a personal non-transferable licence to the Grant Recipient to use the same for the protection, preservation or conservation of the Site only but not further or otherwise.

15 Compliance

15.01 The Grant Recipient shall take all such steps and execute such documents as may be necessary to fulfil its obligations under this Contract and to vest in War Memorials Trust the rights granted to it under this Contract.

16 Arbitration

16.01 In the event of any dispute or difference as to any matter or thing of whatsoever nature arising under this Contract or in connection therewith shall arise between the parties then it may be referred to arbitration at the request of either party.

16.02 Where either party requires a dispute or difference to be referred to arbitration under 17.01 then that party shall serve on the other party a notice of arbitration identifying the dispute and requiring the other party to agree the appointment of an arbitrator. If the parties fail to agree on the name of an arbitrator within fourteen days (or any agreed extension) after:

- (a) a notice of arbitration has been served; or
 - (b) a previously appointed arbitrator ceases to hold office for any reason;
- either party may apply for the President of the Institute of Arbitrators for the appointment of an arbitrator.

16.03 The procedure to be followed in the arbitration shall be agreed by the parties or, in default of agreement, determined by the arbitrator in accordance with the Arbitration Act 1996.

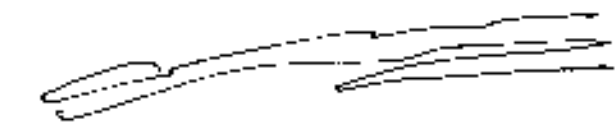
17 Liability

17.01 War Memorials Trust accepts no liability for any professional advice offered by it, its own representatives, its employees or agents.

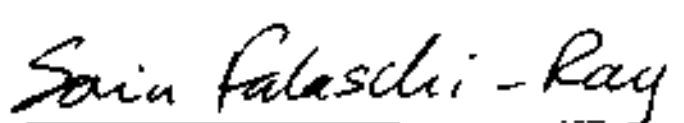
18 Variation of terms and conditions

18.01 No variations to the terms and conditions of the Contract will be binding unless they are agreed in writing by War Memorials Trust. No representation or agreement about variations, whether express or implied by representatives of War Memorials Trust, will be effective unless they are confirmed in writing by War Memorials Trust. War Memorials Trust will not accept any responsibility for any such representation or agreement that is not confirmed in writing.

18.02 The Grant is not transferable and is offered solely to the Grant Recipient



For and on behalf of
War Memorials Trust
Name (printed) A. MYRASTER
Date 18.05.2017



For and on behalf of
Barkway Parish Council
Name (printed) SONIA FALASCHI-RA
Date 22.5.17

Annex 1

Method Statement

18th May 2017

Statement of works to be undertaken and the manner of carrying out the works on the Barkway war memorial

1. Conditions

- 1.1. The applicant is to liaise with War Memorials Trust over the possibility of this work being reviewed as a trial for best conservation practice in consultation with Historic England and the contractor. No work should commence until written confirmation from War Memorials Trust has been received.

2. Method Statement

Please note that this Method Statement supersedes the original Method Statement submitted with the application.

2.1. Access / site security

- 2.1.1. Erection of scaffold to allow access to memorial
- 2.1.2. Erection of security fencing around the memorial for the duration of works

2.2. Stone cleaning

- 2.2.1. Stone cleaning of the main memorial, paved surround and steps using DOFF

2.3. Plinth

- 2.3.1. Careful lifting and realignment of displaced plinth stone

2.4. Mortar repairs

- 2.4.1. Careful removal of damaged flaking stone to memorial plinth and base
- 2.4.2. Careful rebuilding of stone profile using appropriate lime mortar

2.5. WWII stone wedge

- 2.5.1. Careful lift and transportation to workshop of World War II wedge
- 2.5.2. Hand-clean World War II wedge using natural bristle brushes and low pressure water washing
- 2.5.3. Paint formerly-lead small shallow lettering (bottom three lines) using **grey** acrylic paint to match colour of lead lettering above

2.6. Re-pointing

- 2.6.1. Careful removal of defective/loose mortar from the memorial's construction joints
- 2.6.2. Re-pointing of the memorial's construction joints with an appropriate lime mortar

2.7. Stone paving

- 2.7.1. Carry out works to paving and steps in accordance with specification given in Universal Stone Tender Number F3941 items the items F,G,H

3. Exclusions

The following items are excluded and should not be undertaken. If these works are undertaken your Contract will be invalidated and your Grant will not be paid.

- 3.1. World War II stone wedge cleaning
 - 3.1.1. COFF cleaning of World War II wedge
- 3.2. World War II stone wedge re-culling
 - 3.2.1. Re-culling of lettering

4. Conditions to be met prior to payment being made

- 4.1. An application to In Memoriam 2014 must be made to have the SmartWater solution applied to the metal elements of the memorial prior to the completion of works. Grant payment will not be authorised until confirmation SmartWater has been applied is received

Any additional works or variations to this Method Statement should not be carried out without the approval of War Memorials Trust. Please draw this to the attention of your chosen contractor(s).