

Cultural Celebrations Terms and Conditions of funding

1. The event must be delivered within the agreed funding period
2. The event must be held on the agreed date(s)
3. The event must be delivered as described in the application for funding and has been agreed by the Council
4. The event must support the Council's [Fairer Future Commitments](#); Southwark Together, Climate Emergency and Thriving Neighbourhoods
5. The event must support the themes from [Creative Southwark](#), the Council's cultural strategy
6. The event must specifically support the Council's [Southwark Stands Together](#) initiative
7. The event must specifically support the Council's [Climate Emergency Strategy](#)
8. The event must take place between 1 June 2023 and 31 March 2024.
9. The event must include a programme of inclusive and accessible participatory opportunities for those attending
10. The event must take place in a park or a space that can be accessed freely by the public, which is managed by the London Borough of Southwark
11. The event must be appropriate for the location it is taking place
12. The event must promote community engagement and cohesion
13. The event must be FREE of charge for the public to attend
14. The event must provide participation opportunities for local traders, artists, performers and volunteers where possible
15. The event will be subject to the Council's [outdoor event hire process](#) and must adhere to the Council's [outdoor events policy](#) and the general and specific terms and conditions of site use
16. The Grant Recipient will be required to produce an event evaluation report and submit it to the Council within one month of the event taking place. The report must be a written report and include, as a minimum, information on:
 - The number of people who attended the event.
 - Details about the audience demographic.
 - Details of where the audience live, or have travelled from to get to the event (postcode data)
 - Sample audience feedback, for example from surveys conducted on site during the event or from social media
 - Details of all final income and expenditure
 - A summary of any problems or issues that you have come across in delivering the Funded Activities

You are also encouraged to provide details of the carbon footprint of your event if possible.

Funding Agreement and event management

17. The Grant Recipient will identify and appoint a single point of contact, the Grant Recipient's Representative, who has reliable and regular access to the internet and email and a telephone to communicate with the Council's Authorised Officer about the event
18. The Grant Recipient is responsible for managing and co-ordinating all aspects of the event including; performers, artists, traders, workshop leaders, volunteers, staff, logistics, contracts, programme schedules and all other administration involved with the planning and delivery of the event.

Fundraising and Sponsorship

19. The Grant Recipient is responsible for raising any additional funds necessary to deliver the event.
20. Any potential sponsorship for the event must be agreed with the Council before commitments to sponsors and sponsorship arrangements are made.
21. The Grant Recipient understands that Southwark Council will not underwrite any costs for event programming or infrastructure that are dependent on additional funding and/or sponsorship.

Marketing and Communications

22. The Grant Recipient will develop and deliver a communications and marketing plan for the event
23. The Grant Recipient will promote the event via their own networks and channels but will ensure that the Southwark Council and Southwark Presents logos appear on all publicity material
24. The Grant Recipient will promote the festival via: the Southwark Presents platform, interaction with Southwark Presents social media profiles and uploading event information to the 'what's on' diary (the Grant Recipient will arrange special offers for Southwark Presents cardholders where possible)
25. The Grant Recipient will distribute publicity materials to the local area and via local networks.
26. The Grant Recipient will comply with communication deadlines ensuring that programme timings and details of activities and performances are submitted within adequate time to the Council. The deadline date for submission will be set by the Authorised Council Officer.
27. The Grant Recipient will work with the Council to produce content for media stories and the Council website.
28. The Grant Recipient will use the Southwark Council and Southwark Presents logos at all appropriate times and as agreed with the Council.
29. The Grant Recipient will name check Southwark Council in all publicity, marketing, social media, and press releases.
30. The Grant Recipient will ensure that they use a range of different methods of communication so information about the event is as accessible to all as possible

31. The Grant Recipient will ensure that all communication and publicity which bears Council branding is approved by the Council within agreed timeframes and before it is publicised

Event Health and Safety

32. The Grant Recipient will ensure that the event complies with the Council's [Outdoor Events Policy](#) and the general and specific terms and conditions which govern use of a Council-managed site. A copy of these terms and conditions will be provided to the Grant Recipient by the Authorised Council Officer, or at the point whereby the Grant Recipient submits their event application (see **paragraph 15** 'outdoor event hire process').
33. The Grant Recipient will ensure that all event staff (including contractors and agents), volunteers and third-parties who are working directly with children and vulnerable adults are appropriately DBS-checked and are adequately trained and/or qualified to undertake the work they are doing
34. The Grant Recipient will comply with all event and site health and safety processes and procedures.
35. The Grant Recipient will ensure that all necessary health and safety legislation and regulations appropriate to outdoor events is adhered to as outlined on [the council's events health and safety guidance page](#)
36. The Grant Recipient will ensure that all necessary licences and permissions are granted prior to the event taking place as outlined on [the council's events licensing and permissions guidance page](#)
37. The Grant Recipient will provide all health and safety and event management paperwork as outlined on the council's events [the council's events health and safety guidance page](#)
38. All health and safety documentation must be presented in a timely fashion in order to be reviewed by the Council. The council will not be responsible for the event not going ahead due to the submission of unsatisfactory or late event safety documentation

Equipment and Infrastructure

39. The Grant Recipient will provide and coordinate arrangements and cover all costs for all event equipment and infrastructure
40. The Grant Recipient will ensure that event facilities are accessible to as many possible as possible.

Budgets and Finance

41. It is the responsibility of the Grant Recipient to ensure that the delivery of the event is achieved within a set budget. The Council is not responsible for any budget shortfall and the grant amount awarded by the Council will not change or specifically increase if event expenditure exceeds budget or event income under achieves
42. The Grant Recipient will provide a comprehensive and transparent financial report to the Council within one month of the event date (post-event); the final

payment of the grant will not be made until this report has been submitted and deemed satisfactory.

Time Management

43. The Grant Recipient will agree and keep to all planning and delivery milestones and deadlines set by Southwark Council.
44. The Grant Recipient, or an appointed representative of the Grant Recipient, will attend agreed monitoring meetings over the period of the Funding Agreement.

Documentation, evaluation and feedback

45. The Grant Recipient will ensure that the event is captured in photographs and/or on film.
46. The Grant Recipient will ensure that all photo and/or filming permissions are agreed and collected to allow images to be used by the Council in the future.
47. The Grant Recipient will collect and analyse a range of data sets using different methods in agreement with Southwark Council.
48. The Grant Recipient will ensure that data protection regulations are followed at all times
49. The Grant Recipient will provide an evaluation report (see paragraph 16). The report should try to make recommendations for improvements for future projects/events.
50. [Read more information on documentation and evaluation.](#)

Period of appointment

51. The Funding Agreement Period will be as specified in the Specific Terms of a funding Agreement.

Fee

52. Details of the Grant Amount payable by the Council to the Grant Recipient and of the Payment Stages in relation thereto will be set out at the end of the funding Agreement

Indemnity, liability and insurance

53. The Grant Recipient shall maintain such insurances as are necessary to cover any liability, which may arise under or in connection with this Agreement.
54. The Grant Recipient shall be liable for and shall fully and properly indemnify the Council against all claims, demands, proceedings, damages, costs, charges and expenses, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in connection with the provision of or failure to provide or delay in providing the Services or the breach by the Grant Recipient of any provision of this Agreement.
55. Save as provided by item 56 below, the Council shall not be liable to the Grant Recipient whether in contract, tort or otherwise, for any loss, damage or injury however caused or arising out of, or in the course of, or in connection with, the provision by the Grant Recipient of the Services or the access to or use or

occupation of the Council's premises or facilities by the Grant Recipient or the Grant Recipient's personnel.

56. The provisions set out in item 55 above shall not apply in relation to any deliberate or negligent act or omission of the Council or any of its employees and in particular any negligent act or omission, giving rise to death or personal injury.
57. The Council shall not in any event be liable to the Grant Recipient in contract, tort or otherwise for any indirect or consequential loss whatever and however caused.

Publicity

58. The Grant Recipient may not undertake any publicity or place any advertisement referring to the Council without the prior written agreement of the Council.

Grant Recipient's Representative

59. The Grant Recipient shall ensure that at all times during the Funding Agreement Period a person is appointed and acts as the Grant Recipient's Representative and is available to be contacted by an Authorised Officer at such times as are agreed between the Council and the Grant Recipient.
60. The Grant Recipient shall give written notice to the Authorised Officer of the identity and contact details of the person it proposes to appoint as the Grant Recipient's Representative upon confirmation of the award of funding. The Grant Recipient shall forthwith give immediate written notice to the Authorised Officer of any subsequent proposed appointments or authorisations with similar details.
61. The Grant Recipient's Representative or duly authorised deputy shall be the authorised representatives of the Grant Recipient and as such are empowered on behalf of the Grant Recipient for all purposes connected with the Funding Agreement. Any notice, information, instruction or other communication given or made to the Grant Recipient's Representative or deputy shall be deemed to have been given or made to the Grant Recipient.

Monitoring

62. The Grant Recipient shall institute, maintain and review throughout the Funding Agreement Period, the systems designed to ensure that the Services are performed in accordance with this Agreement. Such systems shall be operated by the Grant Recipient's Representative on behalf of the Grant Recipient and shall include:
 - a. day to day liaison with the Authorised Officer nominated by the Council;
 - b. the Grant Recipient's Representative and an Authorised Officer meeting on a reasonably regular basis during the Funding Agreement Period to review activity progress by the Grant Recipient;
 - c. compliance with any instructions issued by the Authorised Council Officer;
 - d. keeping appropriate records in respect of the provision of the Services and ensuring that all such records are available for inspection by the Council (or any person nominated by it) at all times;

- e. ensuring that the Services are provided in a proper and timely fashion.
- 63. If an Authorised Council Officer makes a written recommendation concerning the modification of the practices or system maintained by the Grant Recipient in accordance with item 62, the Grant Recipient shall implement such recommendation as soon as reasonably practicable and in any event within fourteen (14) days.
- 64. The operation of the system maintained by the Grant Recipient in accordance with item 62 shall not prejudice any rights or remedies the Council may have in respect of any failure by the Grant Recipient to perform its obligations in accordance with the terms and conditions of this Agreement.
- 65. The Grant Recipient shall, as soon as reasonably practicable, provide an Authorised Council Officer with any information relating to the carrying out of the Services, which may reasonably be requested.

Liaison and cooperation

- 66. In performing its duties pursuant to this Agreement and in doing all things incidental to its performance the Grant Recipient shall liaise and cooperate with all personnel and contractors of the Council and all other persons carrying out duties relating to the funded activity.

Other obligations

- 67. The Grant Recipient shall, in delivering the funded activity:
 - a. comply with all relevant law and legislative provisions;
 - b. take all reasonable steps to ensure the Council's interests are protected at all times, in particular by ensuring that all systems and procedures adopted by the Grant Recipient for carrying out the funded activity are in accordance with best practice;
 - c. not unlawfully discriminate within the meaning of the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975, the Disability Discrimination Act 1995 or any comparable statutory provision relating to discrimination in employment or service provision and will ensure that all employees agents and sub-contractors do not unlawfully discriminate, and will comply with all relevant codes of practice issued by the Commission for Racial Equality, and so far as practicable operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the said codes of practice;
 - d. take all reasonable steps to ensure that the systems and procedures adopted by the Grant Recipient in the performance of the Services are in accordance with and take account of the provisions of the Human Rights Act 1998; and
 - e. adopt safe methods of work and comply with all other requirements of the Health and Safety at Work Act 1974 in order to protect the health and safety of its personnel and to the extent applicable the personnel of the Council and all other persons;
 - f. support and assist the Council in its compliance with its statutory duty to obtain best value in respect of the funded activity.

Termination

68. Subject to the remaining provisions of this item **68**, this Agreement shall terminate before the end of the Funding Agreement Period
- a. If
 - i. as a result of any breach by the Grant Recipient of the terms of this Agreement the image or reputation of the Council has been or is likely to be adversely affected;
 - ii. there has been any other material breach of the terms of this Agreement by the Grant Recipient;
 - iii. the Grant Recipient is or threatens to be subject to an insolvency type event; or
 - iv. the Grant Recipient or any person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with Southwark Council; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of the Council which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof, then the Council may (without prejudice to any other rights and remedies available to it) do any one or more of the matters set out in item **68b**
 - b. The matters referred to in item 68a are:
 - i. to suspend payment to the Grant Recipient of any payments due under the Funding Agreement; and/or
 - ii. to retain any amount due to the Grant Recipient from the Council; and/or
 - iii. to make such deduction from any payment to be made to the Grant Recipient as may reasonably reflect sums paid or sums which would otherwise be payable in respect of such of the funded activity to which the Grant Recipient's breach relates; and/or
 - iv. to terminate this Agreement.
 - v. Termination of this Agreement shall be without prejudice to the rights or remedies of either party, which may have arisen prior to the date of termination.
 - vi. The provisions of items 53-57, 65, 68d and 73 shall survive the termination of this Agreement.

Notices

69. Any notice required to be given to the Council pursuant to this Agreement shall be in writing and may be served by posting the notice in a pre-paid envelope to the Council at the address shown above in which case the notice shall be deemed to have been duly served five working days after the date of posting.
70. Any notice required to be given to the Grant Recipient pursuant to this Agreement shall be in writing and may be served by posting the notice in a pre-paid envelope to the Grant Recipient at the Grant Recipient's last known place of abode or business or, if the Grant Recipient is a company, at the registered

office of the company in which case the notice shall be deemed to have been duly served five working days after the date of posting.

Whole Funding Agreement

71. This Agreement constitutes the whole agreement and understanding of the parties as to the subject matter of this Agreement and there are no prior or contemporaneous agreements between the parties with respect to it.

Agency

72. The Grant Recipient nor the Grant Recipient's Representative shall not be or be deemed to be an agent of the Council and the Grant Recipient shall not hold itself out as having authority or power to bind the Council in any way.

Law

73. This Agreement shall be governed by the laws of England