

**Parties**

- 1) **BUCKINGHAMSHIRE & MILTON KEYNES FIRE AUTHORITY** of Brigade Headquarters, Stocklake, Aylesbury, Buckinghamshire HP20 1BD ('the Authority').
- 2) **SAFETY CENTRE (HAZARD ALLEY) LIMITED** (Company Register number 0270981) whose registered office is at 18 Carters Lane, Kiln Farm, Milton Keynes, MK11 3ES ('the Safety Centre').

**Grant:** the sum of £75,000 (SEVENTY FIVE THOUSAND POUNDS)

**Grant Period:** the period ending on 30 September 2025.

**Purpose:** The Safety Centre shall use the Grant 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 Authority.

The Safety Centre must continue to engage with children between the ages of 7-11 years old and engage with any vulnerable groups as determined by the Authority, to allow them to experience the hazardous scenarios in perfect safety. Specific areas of expenditure and development are agreed as follows:

1. A minimum of 4,000 children and young people from Buckinghamshire and Milton Keynes to be educated on targeted/relevant BFRS safety messages per academic year
2. the room scenarios are redeveloped to reflect current Carbon Monoxide and fire risks
3. Updating the interactive water scenario to support BFRS water safety message
4. A further modernisation of the use of an interactive screen to mimic a mobile 999 call
5. Report quarterly as to the Safety Centre's performance

Should any part of the Grant remain unspent at the end of the Grant Period, the Safety Centre shall ensure that any unspent monies are returned to the Authority or, if agreed in writing by the Chief Finance Officer of the Authority, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

**Accounts and records:** The Grant shall be shown in the Safety Centre's accounts as a restricted fund and shall not be included under unrestricted funds unless agreed in writing by the Chief Finance Officer of the Authority.

The Safety Centre shall keep separate, accurate and up to date accounts and records of the receipt and expenditure of the Grant monies received by it.

**Monitoring and reporting:** The Safety Centre shall provide the Authority with a financial report and an operational report on its use of the Grant and delivery of the Project annually and in such formats as the Authority may reasonably require. The

Safety Centre shall, in addition, provide the Authority with a report within three months of the last day of the quarter to which it relates which shall include the following information as a minimum:

- a) number of children from Buckinghamshire and Milton Keynes schools broken down by school and school year of children attending.
- b) details of all follow up visits, dates attended and numbers attending.
- c) details of all non-school visits to the centre of children and/or residents of Buckinghamshire and Milton Keynes.
- d) Progress against the agreed development objectives for the site

Along with its annual financial report, the Safety Centre shall provide the Authority with a risk register and insurance review in the format provided by the Authority. The Safety Centre shall address the health and safety of its staff in its risk register.

**Withholding, suspending and repayment of the Grant:** The Authority's intention is that the Grant will be paid to the Safety Centre in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion withhold or suspend payment of the Grant if:

- a) The Safety Centre uses the Grant for purposes other than those for which they have been awarded;
- b) The Authority considers that the Safety Centre has not made satisfactory progress with the delivery of the Project;
- c) The Safety Centre is, in the reasonable opinion of the Authority, delivering the Project in a negligent manner;
- d) The Safety Centre obtains duplicate funding from a third party for the Project;
- e) The Safety Centre obtains funding from a third party which in the reasonable opinion of the Authority, undertakes activities that are likely to bring the reputation of the Project or the Authority into disrepute;
- f) The Safety Centre provides the Authority with any materially misleading or inaccurate information;
- g) Any member of the Governing Body, employee or volunteer of the Safety Centre 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 Authority, bring or are likely to bring the Authority's name or reputation into disrepute;
- h) The Safety Centre 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);
- i) The Safety Centre 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

- j) The Safety Centre 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.

Should the Safety Centre 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 the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Grant monies.

**Termination:** Except where otherwise specified, the terms of the Agreement shall apply until the expiry of the Grant Period or for so long as any Grant monies remain unspent by the Safety Centre, whichever is longer.

The Authority may terminate the Agreement and any Grant payments on 30 September 2023 or on 30 September 2024 one month's written notice in advance should it be required to do so by financial restraints or for any other reason.

#### **Payment Schedule**

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>
£12,500	On completion
£12,500	1/4/2023
£12,500	1/10/2023
£12,500	1/4/2024
£12,500	1/10/2024
£12,500	1/4/2025