

THIS DEED IS DATED THE ¹⁸~~05~~ DAY OF August 2022

PARTIES

- (1) **MARS WRIGLEY CONFECTIONERY UK LIMITED** a private limited company incorporated and registered in England and Wales with company number 6649982 whose registered office is at 3D Dundee Road, Slough, Berkshire SL1 4LG;
- (2) **PERFETTI VAN MELLE – PVM UK** a private company with limited liability incorporated and registered in the Netherlands with company number 65627679 whose registered office is at Zoete Inval 20, Breda, 4815k, Netherlands; and
- (3) **GLAXOSMITHKLINE CONSUMER HEALTHCARE (UK) TRADING LIMITED** incorporated and registered in England and Wales with company number 09237643 whose registered office is at 980 Great West Road, Brentford, Middlesex, TW8 9GS,

- (each a **Gum Manufacturer** and collectively, the **Gum Manufacturers**); and
 (4) ~~the Mayor and Burgesses of London Borough of Havering~~ **HAVERING COUNCIL** whose principal address is at Town Hall, Main Road, Romford, London RM1 3BD
 (Recipient).

BACKGROUND

- (A) The Gum Manufacturers have agreed to pay (or arrange for the payment of) the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Gum Manufacturers to the Recipient.
- (C) 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

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

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Application Form: means the Recipient's application form to receive the Grant, of which a copy can be found at Schedule 2.

Background Intellectual Property: in respect of a party, any Intellectual Property Rights owned by, licensed to or otherwise controlled by that party prior to the Commencement Date or created or acquired after the Commencement Date independently of the Project, of which are relevant to the Project.

Business Day: means any day which is not a Saturday, Sunday or public bank holiday in England.

Commencement Date: the date specified in Schedule 1.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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 (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Deliverables: means all things produced, arising from and developed or created by on behalf of one or the other of the parties in carrying out the Project or any other activities under the terms of this Agreement, including but not limited to papers, publications, maps, plans, sketches, drawings, diagrams, organograms, flowcharts, worksheets, presentations, videos, photographs, tapes, CDs, DVDs, datasets, databases, statistical data, experimental data, field data, analysis of results, published and unpublished results and reports, inventions, designs, know-how, computer hardware and software, computer code, computer programs, training manuals and other material, user documentation, progress reports and audit reports, and any other records documentation, data and information whatsoever (and in whatever media).

Environmental Information Regulations: the Environmental Information Regulations 2004 (*SI 2004/3391*) (or any equivalent Regulations in the Recipient's territory), together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 (or any equivalent Act and/or Regulations in the Recipient's territory), and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Foreground Intellectual Property: any Intellectual Property Rights (not including patents, utility models, rights to inventions or patentable Know-How) in respect of the Deliverables.

Grant: takes the meaning given to it in Part 1 of Schedule 1.

Grant Period: takes the meaning given to it in Part 1 of Schedule 1.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, all other rights in the nature of copyright, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, Know-How, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Keep Britain Tidy: means Keep Britain Tidy, incorporated and registered in England and Wales as a company limited by guarantee with company number 03496361 and registered charity number 107173, whose registered office is at Elizabeth House, The Pier, Wigan, Lancashire, WN3 4EX.

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.

Losses: means actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements.

Prohibited Act: means:

- (a) offering, giving or agreeing to give 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; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract;
- (b) entering into this Agreement or any other contract 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 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 a party;
- (c) committing any offence:
 - (i) under 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;
 - (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; or
- (d) defrauding or attempting to defraud or conspiring to defraud a party or any third party.

Project: the project described in Part 2 of Schedule 1.

Request for Information: a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Third Party Authority: has the meaning given to it in clause 2.3(a).

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement and the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, subordinated, extended or re-enacted from time to time.
- 1.4 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. PURPOSE OF GRANT

- 2.1 The Recipient 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 Gum Manufacturers collectively (which any Gum Manufacturer may withhold at its absolute discretion), such agreement to be confirmed by Keep Britain Tidy on the Gum Manufacturers' behalf.
- 2.2 The Recipient shall not make any significant change to the activities to be carried out under the Project without the Gum Manufacturers' prior written agreement, such agreement to be confirmed by Keep Britain Tidy on the Gum Manufacturers' behalf.
- 2.3 The Recipient acknowledges that:
 - (a) it is either obtaining the Grant in its own capacity or as the lead authority for and on behalf of multiple local authorities and/or councils (**Third Party Authority**); and
 - (b) where it is receiving the Grant in the capacity of lead authority then it warrants that:
 - (i) the Application Form outlines the details of any Third Party Authority in full and that it has the express written consent of the Third Party Authority to submit the Application Form for and on its behalf;
 - (ii) it shall only permit any Third Party Authority to make use of the Grant on terms and conditions no less onerous than those set out in this Agreement;
 - (iii) be directly and exclusively responsible and liable for that Third Party Authority's actions and omissions when making use of the Grant in accordance with this Agreement; and
 - (c) it shall indemnify, keep indemnified and hold harmless the Gum Manufacturers and Keep Britain Tidy in respect of any Losses suffered or incurred by the Gum Manufacturers and/or Keep Britain Tidy as a result of the breach of the warranties contained in clause 2.3(b).

3. PAYMENT OF GRANT

- 3.1 Subject to clause 11, the Gum Manufacturers shall pay the Grant to the bank account nominated in writing by the Recipient once Keep Britain Tidy (acting on the Gum Manufacturers' behalf) is reasonably satisfied that the Recipient has completed Step 3 of the process described in Part 2 of Schedule 1 (that is, when final toolkit selection has been completed and numbers agreed).
- 3.2 Without prejudice to clause 3.1, no Grant shall be paid unless and until the Gum Manufacturers (acting via Keep Britain Tidy) are satisfied that such payment will be or has been used for proper expenditure in the delivery of the Project in accordance with this Agreement.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall as soon as is reasonably practicable repay to the Gum Manufacturers 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 the Recipient.

4. USE OF GRANT

- 4.1 The Recipient shall not use the Grant to:

- (a) make any payment to members of the local authority or its officers; or
- (b) purchase buildings or land,

unless this has been approved in writing by the Gum Manufacturers (such approval to be given at the Gum Manufacturers' absolute discretion), such agreement to be confirmed by Keep Britain Tidy on the Gum Manufacturers' behalf.

- 4.2 The Recipient 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, the Recipient shall ensure that any unspent monies are returned to the Gum Manufacturers or, if agreed in writing by the Gum Manufacturers (acting via Keep Britain Tidy), 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 the Recipient to deliver the Project must be managed and paid for by the Recipient using other non-Grant resources of the Recipient. There will be no additional funding available from the Gum Manufacturers for this purpose.
- 4.5 In using the Grant, the Recipient shall comply with all further obligations imposed upon it within Part 2 of Schedule 1 (Steps, Special Conditions and Timelines), the Application Form and otherwise as notified to it in writing by the Gum Manufacturers (acting via Keep Britain Tidy).

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Gum Manufacturers shall maintain appropriate and up to date records showing all payments made to the Recipient in connection with this Agreement and keep all relevant documents relating to the Grant for a period of at least six years following the payment of any Grant monies to which they relate.
- 5.3 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.4 The Recipient 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 Gum Manufacturers and Keep Britain Tidy shall have the right to review, at the Gum Manufacturers' reasonable request, the Recipient'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.
- 5.5 The Recipient shall comply and facilitate the Gum Manufacturers' and Keep Britain Tidy's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself, the Gum Manufacturers and, to the extent applicable, Keep Britain Tidy.

6. MONITORING AND REPORTING

- 6.1 The Parties shall 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 The Recipient shall provide the Gum Manufacturers and Keep Britain Tidy with a financial report and an operational report on its use of the Grant and delivery of the Project upon completion of the Project which shall include unless otherwise notified the following information:
 - (a) the number of high streets cleaned;
 - (b) square meters of high streets cleaned (length/width);
 - (c) cleansing undertaken within 3 months from final toolkit selection and numbers agreed;
 - (d) before and after (timestamped) photos of all sites cleaned;
 - (e) pre-cleansing assessment to establish prevention signage package;
 - (f) the number of prevention packages and installed signage following cleansing; and
 - (g) communication of cleaning activity to residents.
- 6.3 The Recipient shall provide the Gum Manufacturers and Keep Britain Tidy with the report referred to under clause 6.2:

- (a) in the form set out at https://circular.formstack.com/forms/cgtf_evaluation (as amended from time-to-time); and
- (b) within a month of the:
 - (i) completion of the Project;
 - (ii) 3rd or 6th month after the completion of the Project (such to be confirmed by Keep Britain Tidy on the Gum Manufacturers' behalf); and
 - (iii) 12th month following completion of the Project.

6.4 The Recipient shall be solely responsible for ensuring, and warrants, that all activities carried out under the Project will comply with applicable health and safety laws.

6.5 The Recipient shall on request provide the Gum Manufacturers and Keep Britain Tidy with such further information, explanations and documents as the Gum Manufacturers (or Keep Britain Tidy) may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by the Gum Manufacturers (which shall include Keep Britain Tidy) for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Gum Manufacturers considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person (which shall include Keep Britain Tidy) to make such visits on its behalf.

7. ACKNOWLEDGMENT AND PUBLICITY

7.1 The Recipient agrees to carry out promotional activity relating to the Project, including on social media platforms, as reasonably requested by the Gum Manufacturers or Keep Britain Tidy, and in doing so shall follow all reasonable guidelines provided in relation to such request.

7.2 The Recipient shall not publish any other material referring to the Project or the Gum Manufacturers without the prior written agreement of the Gum Manufacturers (collectively or individually, as the case may be), such agreement to be confirmed via Keep Britain Tidy, which shall not be unreasonably delayed or withheld. The Recipient shall acknowledge the support of "the Chewing Gum Task Force" and Keep Britain Tidy in any materials that refer to the Project and in any written or spoken public presentations about the Project. In using the Gum Manufacturers' name and logo and the name and logo of Keep Britain Tidy in any publicity, the Recipient shall comply with all reasonable branding guidelines issued by the applicable Gum Manufacturer and Keep Britain Tidy from time to time.

7.3 The Recipient shall permit the Gum Manufacturers (or any third party appointed on their behalf, which shall include Keep Britain Tidy) to take and use photographs of the Project and to refer to the Project in subsequent publicity and marketing materials.

7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated, organised and/or participated in by the Gum Manufacturers and Keep Britain Tidy.

7.5 The Recipient shall comply with all reasonable requests from the Gum Manufacturers and Keep Britain Tidy to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Gum Manufacturers and Keep Britain Tidy in promotional and fundraising activities relating to the Project.

8. DATA PROTECTION

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

9. FREEDOM OF INFORMATION

9.1 The Gum Manufacturers acknowledge that the Recipient is subject to the requirements of the FOIA and the Environmental Information Regulations. The Gum Manufacturers shall each:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Recipient to enable the Recipient to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Recipient all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;

- (c) provide the Recipient with a copy of all Information belonging to the Recipient requested in the Request For Information which is in its possession or control in the form that the Recipient requires within 5 Business Days (or such other period as the Recipient may reasonably specify) of the Recipient's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Recipient.

9.2 The Gum Manufacturers acknowledge that the Recipient may be required under the FOIA and Environmental Information Regulations to disclose Information without consulting or obtaining consent from the Gum Manufacturers. The Gum Manufacturers shall take reasonable steps to notify the Recipient of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 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 Recipient shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Background Intellectual Property is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 10.2 To the extent that any Foreground Intellectual Property arises or is obtained in respect of any Deliverables, the parties agree that such Foreground Intellectual Property shall be jointly owned in equal and undivided shares by the Gum Manufacturers and Keep Britain Tidy, notwithstanding whether the Recipient was jointly or solely engaged in its creation. To the extent applicable to give effect to this clause 10.2, the Recipient hereby assigns to the Gum Manufacturers and Keep Britain Tidy all such Foreground Intellectual Property in the Deliverables to the fullest extent permitted by law.
- 10.3 To the extent that legal title in and to any Foreground Intellectual Property in the respect of the Deliverables does not vest in the Gum Manufacturers and Keep Britain Tidy by operation of law or as described in clause 10.2, the Recipient holds the legal title to such Foreground Intellectual Property on trust for the Gum Manufacturers and Keep Britain Tidy.
- 10.4 Each party shall immediately give written notice to the other party (and, where it pertains to Foreground Intellectual Property, Keep Britain Tidy) of any actual, threatened or suspected infringement of any party's Background Intellectual Property or Foreground Intellectual Property.

11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 11.1 The Gum Manufacturers' intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Gum Manufacturers' other rights and remedies, the Gum Manufacturers may at their reasonable discretion (and acting via Keep Britain Tidy) withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - (b) the delivery of the Project does not take place in accordance with the timelines set out within Schedule 1 and the Recipient has failed to provide the Gum Manufacturer with a reasonable explanation for the delay;
 - (c) the Recipient knowingly provides the Gum Manufacturers (or Keep Britain Tidy, on the Gum Manufacturers' behalf) with any materially misleading or inaccurate information;
 - (d) the Recipient commits or committed a Prohibited Act;
 - (e) any party, employee or volunteer of the Recipient has knowingly (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 Gum Manufacturer, bring or are likely to bring the Gum Manufacturer's name or reputation into disrepute; or

- (f) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 20 Business Days, or any other reasonable time frame agreed between the parties, of receiving written notice detailing the failure.
- 11.2 Should the Recipient 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 Gum Manufacturers (acting via Keep Britain Tidy) as soon as reasonably possible so that, if possible, and without creating any legal obligation, the Gum Manufacturers will have an opportunity to provide assistance in resolving the problem or to take action to protect the Gum Manufacturers and the Grant monies.
- 12. LIMITATION OF LIABILITY – THE RECIPIENT’S PARTICULAR ATTENTION IS DRAWN TO THIS CLAUSE**
- 12.1 Nothing in this Agreement limits or excludes either party’s liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by Applicable Laws.
- 12.2 Subject to clause 12.1, neither party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of use or corruption of software, data or information;
 - (g) any indirect, special or consequential loss,
- arising out of or in connection with the Agreement.
- 12.3 Subject to clause 12.1 and clause 12.2, the Parties’ total liability to each other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, in respect of all other Losses arising under or in connection with this Agreement shall be limited to the payment of the Grant.
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

13. WARRANTIES

Each party warrants, represents and undertakes that it:

- (a) has full power and authority to enter into this Agreement;
- (b) has taken legal advice regarding its respective obligations under this Agreement and Applicable Laws that may apply from time-to-time in respect of the Project;
- (c) has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
- (d) has not committed, nor shall it commit, any Prohibited Act;
- (e) shall at all times comply with all Applicable Laws in relation to the performance of its obligations under this Agreement;
- (f) 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;
- (g) has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (h) has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (i) all reasonable financial and other information concerning the Project which has been disclosed to the other Party is to the best of its knowledge and belief, true and accurate;

- (j) 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;
- (k) is not aware of anything in its own affairs, which it has not disclosed to the other Party or any of the other Party's advisers, which might reasonably have influenced the Project and for the Grant to be made on the terms contained in this Agreement; and
- (l) so far as it is aware having carried out all reasonable investigations, since the date of its last accounts (to the extent applicable) there has been no material change in its financial position or prospects.

14. DURATION AND TERMINATION

- 14.1 Except where otherwise specified or agreed in writing between the parties, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period..
- 14.2 Any obligations under this Agreement that remain unfulfilled or those obligations that are either expressly or are intended to come into force or continue in force 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.
- 14.3 Either Party may terminate this Agreement and suspend payment of/or receipt of any Grant payments on giving the other Party three months' written notice should it be required to do so by financial restraints or for any other reason.

15. DISPUTE RESOLUTION

- 15.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Agreement, the parties shall meet and use reasonable endeavours to first resolve the Dispute.
- 15.2 If the dispute remains unresolved after ten (10) Business Days, the Parties will attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the Parties, the mediator will be nominated by CEDR. The Parties agree that:
 - (a) to initiate the mediation a Party must give notice in writing (ADR Notice) to the other Party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR;
 - (b) the mediation shall start not later than twenty eight (28) days after the date of the ADR notice; and
 - (c) except where the right to issue proceedings would be prejudiced by a delay, neither party shall commence any court or arbitration proceedings in relation to any Dispute arising out of this agreement until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

16. NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to contact details previously specified in writing by that party.
- 16.2 Any notice shall be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - (c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 16.3 This clause does not apply to service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

17. MISCELLANEOUS

- 17.1 Save where otherwise provided for in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the authorised representative each of the Gum Manufacturers and the Recipient.
- 17.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 17.4 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 17.6 This Agreement is personal to the Parties and the Parties shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 17.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.8 The parties acknowledge that Keep Britain Tidy may act as the agent of the Gum Manufacturers in relation to the creation and administration of this Agreement, including monitoring of the use of the Grant, achievement of the Project and issuance of notices (not including notices in respect of legal proceedings) on the Gum Manufacturers' collective behalf. Keep Britain Tidy is a charity with objects including: the preservation and protection of the environment through promotion of waste reduction; the enhancement of the environments of towns; and the education of the public concerning the impact of individual's own actions on the environment. Keep Britain Tidy is involved in the administration of this Agreement in furtherance of its charitable objects.
- 17.9 Save that Keep Britain Tidy may enforce any term of this Agreement against the Recipient and/or the Gum Manufacturer to the extent that Keep Britain Tidy has an interest in, suffers or incurs (or may have an interest in, suffer or incur) any Losses arising out of or in connection with any act or omission committed by or on behalf of the Recipient and/or the Gum Manufacturer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 17.10 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 17.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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
Part 1 – Variables

Variable	Meaning						
The Commencement Date	The date on which this contract has been signed by all parties						
Contact Details	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Gum Manufacturers</td> <td>Contact care of Keep Britain Tidy: Jodi Harford: jodih@soenecs.co.uk on behalf of Keep Britain Tidy</td> </tr> <tr> <td style="text-align: center;">The Recipient</td> <td> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;"> Havering Max Graham, max.graham@havering.gov.uk IN PARTNERSHIP WITH LB Barking and Dagenham Robert Dennis, ROBERT.DENNIS@LBBD.GOV.UK </td> <td style="width: 20%; text-align: right; vertical-align: top;">Council:</td> </tr> </table> </td> </tr> </table>	Gum Manufacturers	Contact care of Keep Britain Tidy: Jodi Harford: jodih@soenecs.co.uk on behalf of Keep Britain Tidy	The Recipient	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;"> Havering Max Graham, max.graham@havering.gov.uk IN PARTNERSHIP WITH LB Barking and Dagenham Robert Dennis, ROBERT.DENNIS@LBBD.GOV.UK </td> <td style="width: 20%; text-align: right; vertical-align: top;">Council:</td> </tr> </table>	Havering Max Graham, max.graham@havering.gov.uk IN PARTNERSHIP WITH LB Barking and Dagenham Robert Dennis, ROBERT.DENNIS@LBBD.GOV.UK	Council:
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Havering Max Graham, max.graham@havering.gov.uk IN PARTNERSHIP WITH LB Barking and Dagenham Robert Dennis, ROBERT.DENNIS@LBBD.GOV.UK	Council:						
The Grant	means the sum of: £70000..... to be paid to the Recipient in accordance with this Agreement						
The Grant Period	means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 October 2022						

Part 2 – Project

The Project must be carried out as per the proposal contained in the Application Form (as amended or modified by this Agreement).

Steps:

Once the Recipient has been notified as being successful and this Agreement has been signed, Recipients shall be required to carry out the following steps:

Step 1. Initial briefing and options assessment by council via the toolkit website
Step 2. Detailed planning discussion with BC on locations/designs/signage types
Step 3. Final toolkit selection and numbers agreed
Step 4. Signage printed and delivered
Step 5. Guidance pack sent and deployment discussions with BC
Step 6. Clean up takes place
Step 7. Signage installed 3 days after cleansing has finished
Step 8. Council advise KBT/BC of evidence successful clean up and deployment
Support to councils to report for consolidation into year 1 report

(BC means Behaviour Change Ltd, a company incorporated in England and Wales under company number 07099594 and whose registered office is at Blenheim Court, 19 George Street, Banbury, England, OX16 5BH).

Special Conditions and Timelines:

The Recipient shall (in addition to its other obligations under the Agreement, including for the avoidance of doubt its reporting obligations under clause 6), carry out the perform the following obligations in relation to the Project:

- The Recipient's consultation on prevention signage package with BC to take place by 2 September 2022 at the latest
- Gum Cleansing must be completed by the Recipient by 31 October 2022 at the latest
- The Recipient must deploy prevention signage at each location that has been cleansed within 3 Business Days of such cleansing taking place
- The Recipient must use communication and/or social media assets and materials provided by the Gum Manufacturers and/or Keep Britain Tidy to promote the activities carried out under the Project
- The Recipient must allocate such trained and experienced staff to carry out its obligations under the Project and this Agreement as would be appointed by a prudent entity carrying out the Recipient's obligations under an arrangement of a similar nature to this Agreement;
- The Recipient much adhere to such additional requirements as notified to it in writing by the Gum Manufacturers and/or Keep Britain Tidy, including but by no means limited to assisting with obtaining footfall in areas subject to cleansing under the Project.

Schedule 2 - Application Form

CHEWING GUM TASK FORCE GRANT FUND

Funding Round Round 1 (May 2022)

Applicant Details

Name of Officer/Applicant Max Graham

Email Address max.graham@havering.gov.uk

Alternative Email Address samantha.eady@havering.gov.uk

Telephone Number 07751 329537

Please select the application type Partnership of 2 or more Councils (unlimited BIDs)

Please select the number of partners 2

Name of Council Havering Council

Will you be working with any BIDs to deliver this project? If yes, please provide details below.

Romford Town Centre BID

Are you a Keep Britain Tidy Network Member?

Yes

Does this application have approval of a Cabinet Councillor/Member?

Our Councillor/Member has not yet been appointed. We understand that we must obtain their approval prior to the grant money being released.

Partner 2 Details

Name of Officer/Applicant Robert Dennis

Email Address robert.dennis@lbbd.gov.uk

Alternative Email Address eric.whittle@lbbd.gov.uk

Telephone Number 07875 993992

Name of Council London Borough of Barking and Dagenham Council

Are you a Keep Britain Tidy Network Member?

Unsure

Does this application have approval of a Cabinet Councillor/Member?

We have approval from our Cabinet Councillor/Member (please provide their details below).

Please state the name of Councillor/Member Champion

Councillor Kashif Haroon

Application Questions

Are you a UK waste collection or waste disposal council or authority?

Yes

NEED: Do you have a problem with gum staining? Please explain the problem and demonstrate with photos.

Romford Town Centre (TC) and LBBB's train stations are urban areas and by far the most heavily trafficked areas in the boroughs with footfall figures at over 11m (Romford) and 32m (combined all LBBB stations) visits last year.

Due to high footfall in Romford TC, LBH's Street Cleaning manager has described a "major problem with chewing gum as it covers most of the area in Romford. However, the worst area of staining is South Street as there is not an area that you can go past that does not have vast amounts of gum stained on the pavement".

Station forecourts (SFs) in LBBB have fallen victim to the dreaded plague of gum littering, despite regular washing and cleansing the gum, it has cemented its place in the paving of the SFs. There are numerous litter bins that surround these SFs but they are not regularly used for chewing gum.

NEED: Please upload photos as evidence for the gum staining problem.

<https://www.formstack.com/admin/download/file/12817504234>

PROPOSAL: Please explain what the cleansing grant money will be used for.

LBH and LBBB councils will work cooperatively and seek quotes together to ensure value for money by increasing the economy of scale of works. A single professional contractor will be appointed to clean both Romford TC and LBBB SFs. As part of this application process, LBH and LBBB have sought indicative pricing from multiple contractors to inform this application. While the councils acknowledge that a more in-depth quotation process must be completed before a contractor is appointed, indicative costings reveal that the councils can expect to pay between £2.50-2.80 per square metre for deep cleaning which will remove all chewing gum present. Evidence can be provided upon request.

At present, the councils estimate that roughly 21500 square metres combined will need deep cleaned at a cost of roughly £60,000. The councils are also in the process of seeking quotes for targeted chewing gum removal equipment and chemicals to be utilised by council teams to allow for the continual maintenance of upkeep of these areas after deep cleaning.

Should KBT allow, the councils are also interested in pursuing a contract with Gum Drop Ltd to install chewing gum recycling bins in Romford TC and outside LBBB's train stations at a cost of £3604. This allows for the installation of 10 chewing gum recycling locations, 5 to be located in Romford TC and 1 outside of each LBBB District line train station which will be maintained for three years and hopes to encourage behavioural change.

ENGAGEMENT: Please explain the social, economic and environmental benefits that this award will bring to your local community.

Research has shown that having clean and attractive TCs and train stations increases footfall to the area. Public areas that are dirty turn off visitors and tourists and chewing gum stained pavements are not only unsightly but also a health risk. In addition, local businesses benefit from being sited in areas that are clean and attractive to customers. This is especially true of cafes and restaurants who have outdoor dining areas along high streets and outside stations. Furthermore, by investing in the cleanliness of Romford TC & LBBB SFs, the councils hope to encourage our residents to keep the areas clean going forward, creating a sense of community ownership and limiting future littering, supporting our natural environment. The school children that will be involved in the chalk campaign (discussed below, Havering only) will also learn a vital lesson about littering and the effects of chewing gum on our high street which also have a strong visual impact to all of Romford's visitors.

ADDITIONALITY: Please explain how this grant award will support your existing cleansing activities.

Gum removal is very time consuming and is not easy to do during the day on a busy high street (Romford) or outside a station (LBBB). Furthermore, both councils currently do not have enough resources to undertake gum removal alone. During Covid, both councils suffered from staffing issues and in Havering's case many staff left the street cleaning team. As such our TCs and SFs are not as clean as hoped. In addition, a Havering street cleaning rig was recently stolen and not recovered.

Unfortunately, for these reasons, the Councils have not been able to focus on gum removal. If the councils are successful in receiving grant funding, these funds would support the street cleaning teams by hiring an external contractor to tackle Romford TC and LBBB SFs and providing new equipment where funds allow, alleviating pressure on the teams while the councils recover from financial hardships and the street cleaning team suffers from low resourcing and equipment issues.

IMPACT: Please explain how the grant will result in a continued emphasis on the issue of gum littering after the project has been completed, i.e. its sustainability and legacy and how you will use your comms channels.

The councils will ensure that the contractors hired to deep clean Romford TC and LBBB SFs will have removed all chewing gum present before the

project is allowed to close, leaving our retail and transport hubs clean and free of gum staining. The councils also wish to ensure that the legacy of this project has a long lasting effect and reduces the impact of gum staining in the future. Both council's communication teams will be involved in advertising the work done and spreading anti-gum littering messages. Havering council has partnered with local Hylands School and will bring children to Romford TC and encourage them to circle chewing gum with bright chalk. Not only will this provide an educational lesson to the potential gum litterers of tomorrow, but also provide a striking visual impact that will be witnessed by all visitors to our town centres highlighting the issue. This will be shared widely on our comms channels.

Both councils have very active social media channels for communicating with residents and will produce posters to be dispersed to high street shops to be displayed in windows along Romford TC and outside LBBD's SFs. While the councils wish to use the majority of the funding to hire an external contractor to deep clean our town centres, should funding allow, we wish to also purchase gum removing machinery so that the councils' in-house teams would be equipped to remove chewing gum in the future so that maintaining a clean area will be easier.

DELIVERY: Please describe who will be involved in the programme, and how councillors will be supporting it. Please also confirm that your team has the ability to deliver the project within the set timeframes and explain how this will be achieved.

The Councils have the capacity to complete these works within the set timeframes. Officers from the Public Protection, schools, street cleaning and Project Management teams will be involved in delivering and monitoring this project. The portfolio holders will be involved in the project (Havering's cabinet still pending appointment). Currently, both council's senior leadership team is supportive of the application.

Upon confirmation that our funding application has been successful, the school children will be invited in early July to Romford TC and provided with chalk to circle chewing gum along the high street. Following completion of the chalk activity with school children, the contractors would be invited to start work on deep cleaning the high street, removing gum staining from our town centre. (LBH only).

LBBD's recently appointed portfolio holder is extremely keen on cleaning up District Line SFs in the borough and will personally inspect the progress of the cleaning.

VALUE FOR MONEY: Please explain what processes will be used to ensure value for money when spending the grant. What in-kind support will be provided by the council to manage and deliver this package?

LBH and LBBD Councils have in-depth procurement processes that not only ensure value for money but also that all due diligence is served. Before a contractor is appointed, multiple quotes will be sought via a competitive and fair process and then considered based on the economic cost of the contractor's quote and the thoroughness of their proposed works.

The Councils will supply officers to project manage the scheme of works from beginning to completion. Officers will also be responsible for delivering an in-depth communication campaign following the engagement with local school children (LBH only) and the delivery of chewing gum removal in Romford TC and outside LBBD District line stations. Officers will also produce and encourage local shops to display anti-gum littering posters along the high streets and outside SFs.

Any equipment purchased will be tested and demonstrated beforehand to ensure that the most effective and efficient models are acquired.

Partnership Application - Additional Questions

Will you complete the cleansing within 3 months?

Yes

Will you commit to installing prevention signage within 3 days following cleansing?

Yes

Will you provide before and after (timestamped) photos of all sites cleaned?

Yes

Will you provide a short report on cleansing at the end of the time period appropriate to your bid?

Yes

Will you commit to a pre-cleansing assessment to establish your council's preferred prevention signage package?

Yes

Will you commit to deploying the prevention package and installing signage following cleansing?

Yes

Will you commit to communicating that that the cleansing and prevention has been funded by the Chewing Gum Taskforce?

Yes

Please indicate the amount you are requesting to pay for existing staff and equipment to be deployed in new areas.

0

Please indicate the amount you are requesting to pay for temporary staff to undertake cleansing using existing equipment.

60000

Please indicate the amount you are requesting to pay for new cleansing equipment.

10000

Please indicate the amount you are requesting for new cleansing equipment and staff.

0

Total Grant Requested 70000

Please state the total area to be cleaned in m²

21500

Cost per m² 3.26

<p>Executed as a deed by MARS WRIGLEY CONFECTIONERY UK LIMITED acting by DAVID HENDERSON, a director, in the presence of:</p>	<p>Sign here</p> <p>DocuSigned by: <i>David Henderson</i> 0D7ACB69037943C... Director</p>
<p>Signature of Witness</p>	<p>DocuSigned by: <i>Georgie Feldman</i> 2EC03C2B33D942D... GEORGIE FELDMAN</p>
<p>Name (in BLOCK CAPITALS)</p>	<p>Address</p>
<p>Address</p>	<p>Address</p>

<p>Executed as a deed by PERFETTI VAN MELLE – PVM UK acting by JONNY BRISCOE who is permitted to execute for PERFETTI VAN MELLE – PVM UK under the laws of the Netherlands, in the presence of:</p>	<p>Sign here</p> <p>DocuSigned by: <i>Jonny Briscoe</i> 12E5E4897A924DC... Director</p>
<p>Signature of Witness</p>	<p>DocuSigned by: <i>Hayley Osborne</i> 6865653F8C9845A... HAYLEY OSBORNE</p>
<p>Name (in BLOCK CAPITALS)</p>	<p>Address</p>
<p>Address</p>	<p>Address</p>

Executed as a deed by
**GLAXOSMITHKLINE CONSUMER
HEALTHCARE (UK) TRADING
LIMITED** acting by **SIMON WADE**, a
director, in the presence of:

Sign here

DocuSigned by:
Simon Wade
694658FD6DC8493...
Director

Signature of Witness

DocuSigned by:
Mark Van Emst
9D395C5D373A440...
MARK VAN EMST

Name (in BLOCK CAPITALS)

Address

Address

THE COMMON
SEAL OF
THE MAYOR AND
BURGESSES
OF THE LONDON



LBH/2153

Executed as a deed by
Havering Council acting by, a director,
in the presence of:

HAVING is
hereto
affixed in
the
presence of:

Sign here

Director

Name of Director (in BLOCK CAPITALS)

~~Meera Bhatt~~
Stephen Doye

Signature of Witness

Stephen Doye

Name (in BLOCK CAPITALS)

~~Meera Bhatt~~
Stephen Doye

Address

Address