

DATED

14TH NOVEMBER

2016

GRANT AGREEMENT

between

WEST YORKSHIRE COMBINED AUTHORITY

and

THE BOROUGH COUNCIL OF CALDERDALE

for the
development and delivery of
West Yorkshire Plus Transport Fund
A629 Halifax to Huddersfield Improvements Phase 2: Halifax Town
Centre

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Appendix 1 Gateway process

Appendix 2 Quarterly Monitoring Report And Grant Claim Form

THIS DEED is dated

14th November

2016

PARTIES

- (1) **WEST YORKSHIRE COMBINED AUTHORITY** whose principal address is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE (**Funder**).
- (2) **THE BOROUGH COUNCIL OF CALDERDALE** whose principal address is at TOWN HALL, CROSSLEY STREET, HALIFAX, HX1 1UJ (**Recipient**)

each a party together the parties

BACKGROUND

- (A) The Funder has agreed to pay 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 Funder 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.
- (D) The Funder and Recipient enter into this Agreement in good faith.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

Audit Declaration means a signed declaration by the Recipient verifying the spend on the Project in the following terms: *"To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the expenditure incurred by the [name of recipient] complies with the terms and conditions of the Grant Agreement dated [dd/mm/yy]"* and to be signed as follows;

(a) for quarterly audit declarations – signed by the Project Senior Responsible Officer; and

(b) for annual and final audit declarations - signed by the Recipient's Chief Financial Officer (section 151 Officer) and Chief Internal Auditor.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Budget and Funding Profile: the budget and funding profile set out in Schedule 3 as updated from time to time and approved by the Funder as part of the Gateway Process.

Business Case: A629 Halifax to Huddersfield Improvements Phase 2: Halifax Town Centre Gateway One Submission November 2015 (including any subsequent changes to it which have been approved by the Funder).

Commencement Date: 1 April 2013.

Gateway Process: the process for securing Funder approval at the various stages of the Project as set out in Appendix 1.

Gateway Stage: each stage of the Project as set out within the Gateway Process.

Governing Body: the Executive Board of the Recipient.

Grant: the total sum of £2,615,000 (two million, six hundred and fifteen thousand pounds) (together with any additional sums paid from the QRA) to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2019 or such later date as shall be agreed by the Funder.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give the Funder or third party any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder or any third party;
- (b) entering into this Agreement or any other contract with the Funder or any third party 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 the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project as set out in Schedule 1.

QRA: the amount allocated by the Funder as a quantified risk allowance for use to

meet costs that may be incurred by the Recipient in connection with the Project.

Portfolio Management Office: the office that represents the Funder for the purposes of this Agreement.

- 1.2 Any reference in this Agreement to approval of the Funder shall mean to the formal approval of the West Yorkshire Combined Authority Board or such other Committee or Officer of the West Yorkshire Combined Authority to which the authority to make decisions has been delegated.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 The obligation on the Funder to pay the Grant to the Recipient shall be conditional upon the Recipient first obtaining the appropriate approval of the Funder in accordance with the Gateway Process.
- 3.2 As at the date of this Agreement the Recipient has received from the Funder the sum of two hundred and ninety nine pounds (£299,000) in part payment of the Grant.
- 3.3 Subject to clause 15, the Funder shall pay the Grant to the Recipient within 28 days of receipt of valid claims from the Recipient in accordance with clause 4.
- 3.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. GRANT CLAIMS

- 4.1 The Recipient must claim only eligible expenditure as defined at Part 1 of Schedule 2.
- 4.2 The Recipient must submit Grant claims at quarterly intervals in line with Instructions for Submitting Grant Claims at Part 2 of the Schedule 2. All relevant sections of the form

must be completed, including the latest forecasts of the estimate cost and delivery timetable of the Project.

4.3 The Grant shall be claimed by the Recipient for the Project in accordance with the Budget and Funding Profile.

4.4 For the avoidance of doubt:

- (a) the amount of the Grant that the Recipient claims on any item of expenditure listed in the first column of the Budget and Spending Profile shall not exceed the corresponding total sum of money listed in the final column;
- (b) The amount of the Grant that the Recipient claims for each Gateway Stage shall not exceed the total amount of the Grant allocated to that Gateway Stage as set out in the Budget and Funding Profile;
- (c) The Recipient's quarterly Grant claims shall not exceed the quarterly budget profile amounts set out within the Budget and Funding Profile

without the prior written agreement of the Funder.

4.5 The Recipient shall not claim the Grant to:

- (a) make any payment to members of its Governing Body;
- (b) purchase buildings or land as part of the Project;
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date;
- (d) pay any Project costs in excess of the agreed budget as set out in the Budget and Funding Profile;
- (e) fund any changes to the scope of the Project; or
- (f) pay any maintenance liabilities, operating costs or other whole life costs of the Project following completion.

unless this has been approved in writing by the Funder.

4.6 The Recipient may not claim any part of the Grant for the Project after the Grant Period *[save for that part of the Grant allocated to Part 1 compensation claims as follows:*

- (a) The Recipient shall (at the time of submission of the final claim for Grant in accordance with Part 2 of Schedule) notify the Funder of the estimated total cost of the claims;
- (b) The Funder shall, following notification from the Recipient, retain Grant equal to the notified estimate to cover part 1 compensation claims for a period of 6 years from the date the Project becomes operational.

5. PAYMENT OF THE QRA

5.1 The Recipient may apply to the Funder for payment of all or part of the QRA in respect of expenditure on the Project which exceeds the budget as set out within the Budget and Funding Profile.

5.2 Applications to the Funder for allocation of funds from the QRA shall be made on the Quarterly Monitoring Report and Grant Claim Form.

5.3 Payment of all or part of the QRA will be subject the agreement of both parties save that the Funder will pay any part of the QRA in respect of an identified risk which has materialised where the amount claim by the Recipient is less or equal to the previously estimated value of that risk.

6. USE OF GRANT

6.1 Where the Recipient has obtained funding from a third party in relation to the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget as set out within the Budget and Funding Profile together with a clear description of what that funding shall be used for.

6.2 Where any part of the Grant is exceptionally claimed in advance, by agreement with the Funder, the Recipient shall ensure that any unspent monies in respect of that expenditure item are returned to the Funder or, if agreed in writing by the Funder, retained by the Recipient against subsequent Grant claims.

6.3 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to work on the Project must be managed and paid for by the Recipient using the Grant (if this item of expenditure has been included within the Grant) or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

7. DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT

The Recipient agrees the following obligations:

7.1 To comply with:

- the terms and conditions set out in this Agreement;
- the Gateway Process; and
- any conditions imposed by the Funder on the Recipient in respect of the Project during the Gateway Process as if such conditions are set out within this Agreement;

following gateway 3 approval as defined in the Gateway Process, to deliver the Project;

7.2 Not to make any significant change to the scope of the Project without the Funder's prior written approval;

7.3 To pay any costs of the Project which are not payable from the Grant;

7.4 To meet all maintenance and operating costs and liabilities or other whole life costs associated with the Project, from completion, for the life of the Project deliverables;

- 7.5 Following completion of the Project, and for a period of 10 years thereafter, not to modify the completed Project or take any part of it out of public use (other than for temporary interruptions) where such actions would have a material impact upon the benefits of the Project, without the prior written consent of the Funder.

8. ACCOUNTS AND RECORDS

- 8.1 The Grant shall be shown in the Recipient's accounts as capital grant spent or capital grant allocated.
- 8.2 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.
- 8.3 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 Funder shall have the right to review, at the Funder's 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.
- 8.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 8.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

9. MONITORING AND REPORTING

- 9.1 The Recipient shall closely monitor the development, 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.
- 9.2 The Recipient shall implement appropriate monitoring arrangements as set out within the final Business Case approved at gateway 3 and provide the Funder with such monitoring data to sufficiently evaluate GVA growth and jobs growth delivered by the Project as required by the Local Growth Deal.
- 9.3 The Recipient shall ensure that appropriate project assurance mechanisms are in place including the Office of Government Commerce (OGC) gateway process ("Gateway") and shall make the results and recommendations from formal Gateway reviews available to the Portfolio Management Office on request.
- 9.4 The Recipient shall provide the Portfolio Management Office with a monthly highlight report in the format agreed between the parties.

- 9.5 The Recipient shall provide the Funder with a monitoring report on the development and delivery of the Project every quarter when making a Grant claim in accordance with Part 2 of Schedule 2. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 9.6 Where the Recipient has obtained funding from a third party toward the costs of the Project, the Recipient shall include the amount of such funding in its monitoring reports together with details of what that funding has been used for.
- 9.7 The Recipient shall establish a board for the running of the Project ("**Project Board**") which shall include a Project Executive, Senior User and Senior Supplier as defined by the latest **Projects IN Controlled Environments ("PRINCE")** methodology. The Funder shall be entitled to attend the Project Board.
- 9.8 The Recipient shall provide the Portfolio Management Office with the names of all members of the Project Board following its establishment and shall keep the Portfolio Management Office informed of any changes to the members.
- 9.9 Along with its first quarterly monitoring report, the Recipient shall provide the Funder with details of a risk register and insurance review. The Recipient shall address the health and safety of its staff in the risk register.
- 9.10 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that any Grant claim is in accordance with this Agreement.
- 9.11 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and to monitor the Project and shall, if so required, provide appropriate oral or written explanations from them.
- 9.12 The Recipient shall provide the Funder with a final monitoring report when making its final Grant claim in accordance with the grant claim provisions set out in Part 2 of Schedule 2 which shall confirm whether the Project has been successfully and properly completed.
- 10. ACKNOWLEDGMENT AND PUBLICITY**
- 10.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant in the supporting notes.
- 10.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder (which shall not be unreasonably withheld) The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project.

Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

- 10.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 10.4 In using the Recipients name and logo, the Funder shall comply with all reasonable branding guidelines issued by the Recipient from time to time.
- 10.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 10.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 11.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

12. CONFIDENTIALITY

- 12.1 Subject to clause 13 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 12.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
 - (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

13. FREEDOM OF INFORMATION

13.1 It is acknowledged that both the Funder and Recipient are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

13.2 Both Recipient and Funder shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the other to enable the other to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the other all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the other with a copy of all information belonging to the other requested in the request for information which is in its possession or control in the form that the other requires within 5 working days (or such other period as the other may reasonably specify) of the other's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the other.

13.3 It is acknowledged that either party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. The other shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 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 other 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.

14. DATA PROTECTION

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

15. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 15.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant in the following circumstances:
- (a) The Recipient fails to obtain approval of the Funder in accordance with the Gateway Process;
 - (b) The Project costs are lower than the budget as set out within the Budget and Funding Profile resulting in a saving;
 - (c) If at any time the Recipient has breached any of the terms, conditions or obligations set out in this Agreement;
 - (d) the Recipient varies the scope of the Project without the consent of the Funder;
 - (e) the Recipient fails to complete any phase of the Project within a timeframe considered reasonable by the Funder acting reasonably;
 - (f) the Recipient obtains duplicate funding from a third party for the Project;
 - (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (h) the Recipient provides the Funder with any materially misleading or inaccurate information;
 - (i) any member of the governing body, employee or volunteer of the Recipient 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 Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - (j) any use by the Recipient of the Grant or part therefore is held to be a breach of any relevant legislation.
- 15.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 15.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 15.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective development and delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

16. LIMITATION OF LIABILITY

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties. This indemnity shall cease to apply six years after the end of the Grant Period.
- 16.2 Subject to clause 16.1, the Funder's liability under this Agreement is limited to the payment of the Grant which has been validly claimed in accordance with the terms of this Agreement.

17. WARRANTIES

- 17.1 The Recipient warrants, undertakes and agrees that:
- (a) it has all necessary resources and expertise to develop and deliver the Project (assuming due receipt of the Grant);
 - (b) it has not committed, nor shall it commit, any Prohibited Act;
 - (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
 - (d) it shall comply with state aid and procurement rules and legislation;
 - (e) it shall ensure that all design, construction and safety standards are adhered to;
 - (f) for the purposes of the Construction (Design and Management) Regulations 2015, the Recipient is the CDM client for any works associated with the Project
 - (g) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - (h) it has obtained or will obtain all statutory consents required for the Project;
 - (i) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - (j) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - (k) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

- (l) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (m) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

18. INSURANCE

- 18.1 The Recipient shall effect and maintain or shall procure that any external advisors and/or contractors appointed to develop or deliver of the Project on behalf of the Recipient effects and maintains with a reputable insurance company a policy or policies sufficient to cover all liabilities which may be incurred by the Recipient or its advisors or contractors, arising out of the Recipient's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 18.2 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. DURATION

- 19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of expiry of the Grant Period or, where agreed by the Funder, for so long as any Grant monies remain unspent by the Recipient.
- 19.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, novate, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

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

22. NOTICES

All notices in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the

address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Portfolio Management Office or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Portfolio Management Office, either party may refer the matter to the Funder's Head of Paid Service and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

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

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English

courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

Project Description

PHASE 2A

Phase 2a creates a new Eastern Gateway for the town centre, includes immediate improvements to the rail station environs, and is linked to the ongoing developments at the Piece Hall, Square Chapel and Central Library, and is aimed at a direct access for the Cripplegate site fronting onto the town centre network, including .

The components of Phase 2a are as follows:

- Shay Syke – widening of footway on eastern side to provide a footway/cycle way between Water Lane and Gaukroger Lane;
- Shay Syke/Water Lane/Hunger Hill – signalisation of junction and provision of cycle crossings;
- South Parade/Discovery Road – new southern access for Eureka! and car park/cycle route improvements. The car park is provided as a like for like replacement of car parking that will be removed from the existing Eureka! car park to allow for the provision of the bus rail interchange and rail station car parking that has been removed from the station bridge (see below);
- Church Street/Horton Lane – all red pedestrian facilities at junction, road widening on Church Street, re-establishing the road along the old Church Street alignment, enhanced access to Eureka! northern car park, provision of cycle crossings and creation of new public square to allow for improved connectivity between the town centre core, Piece Hall/Square Chapel/library and Eureka!/Rail Station;
- Lower Kirkgate/Bank Bottom – replacement of mini-roundabout with priority junction, new signal junction at Cripplegate to incorporate access into development site, new access for Matalan and new alignment at Southowram Bank to assist HGVs;
- Charlestown Road/PC World – conversion of mini-roundabout to priority junction;
- A58/Charlestown Road – approach lane capacity improvements on entry to roundabout;
- Removal of traffic from existing rail station bridge, except for taxis and disabled access/parking to improve conditions for pedestrians and provide strong linkages to the new public square;
- Eureka! northern car park improvements – provision of rail station parking, drop-off/pick-up facility and taxi rank to replace those removed from the bridge, and a cycle route connection to new public square;
- Public realm improvements under existing rail bridge

PHASE 2B

Phase 2b will introduce major changes to the town centre bus network, which in turn allows the creation of shared space treatment along Market Street, significantly enhancing pedestrian amenity on this important north-south link. Proposals for the bus station also provide additional floor space for development adjacent to the Northgate House site, as well as a direct frontage onto Northgate. This phase also provides a new Northern Gateway, aimed at addressing the connectivity issues previously identified between the town centre, Dean Clough and North Bridge Leisure Centre, encouraging the 4,000 employees of Dean Clough to utilise (and thus economically support) the wider town centre offer.

The bus accessibility components are key to the whole scheme as they allow pedestrianisation of Market Street and other town centre links that will increase footfall and therefore the commercial viability of existing and new sites. Furthermore, the changes will also allow greater rail bus integration to support the forecast additional demand for travel in a sustainable way and allow potential new development attractors on the eastern side of the town centre to be better served by public transport. It also allows for direct job creation through the rationalisation and redevelopment of part of the bus station site.

The components of Phase 2b are as follows:

- Additional Eureka! northern car park and rail station accessibility improvements, including bus interchange (5 stands) and new lift and stairs;
- Town Centre Bus Accessibility Improvements - bus accessibility and routeing improvements (dedicated bus box), enabling introduction of shared space treatment on central section of Market Street to enhance accessibility and reduce severance;
- Town Centre Bus Interchange and Hubs – rationalisation of existing bus station site to unlock a key development site and creation of mini-interchanges at the rail station and west of town centre to provide further bus routing opportunities and bus stops;
- Commercial Street/Ward's End – all red pedestrian facilities at junction and bus routeing improvements (dedicated bus box);
- Northgate/Winding Road – all red pedestrian facilities at North Bridge and Winding Road, footway widening on east side of Northgate to enhance pedestrian access to Dean Clough and enhanced access to development site on Northgate .

The changes to bus routing and the pedestrianisation of Market Street are designed in such a way that they can be phased in line with development realisation to ensure the proposals are commercial viability in the widest sense.

PHASE 2C

- Phase 2c creates new Southern and Western Gateways, aimed at addressing the connectivity issues previously identified between the town centre and west of the A629, as well as removing the three height restricted bridges on Water Lane (not the live rail bridge), thereby opening up this area for employment land and facilitating the planned amendments to the Nestle site.
- The components of Phase 2c are as follows:
- Removal of three restricted height bridges on Water Lane, with additional right turning capacity at Shay Syke/Water Lane/Hunger Hill junction providing access to Nestle and other development sites accessed via Water Lane (site area of 16,170 sq m);
- Church Street/Prescott Street – signalisation of junction and provision of cycle crossings to incorporate access into Royal London development site and road widening on Church Street (a longstanding pinchpoint where larger commercial vehicles cannot pass side by side);
- Skircoat Road – minor highway and landscaping improvements;
- Skircoat Road/Prescott Street – signal changes to improve pedestrian crossing amenity and enhanced access to swimming pool site;
- Bull Green – replacement of roundabout at Bull Green with traffic signals to increase capacity and provide enhanced pedestrian crossing facilities, closure of George Street and creation of new public square to enhance historic setting;
- Broad Street/Pellon Lane - closure of subway at Pellon Lane and enhanced at-grade pedestrian facilities at junction to reduce pedestrian severance;
- Broad Street/Orange Street - signal changes to improve pedestrian crossing amenity;
- Traffic signal upgrades and detection/management systems to help manage traffic on A58 and A629 approaches to the town centre;
- Variable message signs to aid wayfinding and help manage route choice and car park use.

Schedule 2
Part 1 Eligible Expenditure

1. Grant claims are made on an accruals basis as set out in “The Code of Practice on Local Authority Accounting in the United Kingdom” (“the Code”) issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).
2. The Recipient may claim for expenditure within the budget as set out within the Budget and Funding Profile which has been lawfully incurred by it on the Project.
3. The Recipient may claim in respect of work done whether or not it has been invoiced or paid for and, where the Funder has agreed to Fund land acquisitions pursuant to clause 4.5(b), may claim for the cost of land or property to be acquired where a sale contract has been agreed whether or not the transaction has been completed.
4. Exceptionally, where agreed in advance by the Funder, the Recipient may also claim for payments that have been made in advance of work being done where that is justified commercially, for example where more favourable rates are obtained for advance payment for work undertaking by statutory undertakers, or for down-payments on large orders for manufacture of equipment of vehicles.
5. The Recipient may only claim costs which are directly attributable to bringing the tangible fixed assets (within the scope of the Project) into working condition. This must be in accordance with the Code. In particular:
 - (a) the costs which are directly attributable to bringing the relevant asset into use, and therefore properly charged to capital, must be consistent with the definitions in the Code; and
 - (b) claims should not be made for directly attributable costs when substantially all the activities that are necessary to get the tangible fixed asset ready for use are complete, even if the asset has not yet been brought into use.
6. In all circumstances it is the responsibility of the Recipient with its advisors to come to decisions on whether it is appropriate to charge costs to revenue or capital.
7. Grant claims shall not include reclaimable VAT.

Part 2
Instructions for Claiming Grant

1. Unless otherwise agreed by the Funder, Claims should be made on a Quarterly Monitoring Report and Grant Claim Form set out at Appendix 2.
2. All claims must include an Audit Declaration.
3. For the final claim for Grant for the Project the Recipient is required to submit an Audit Declaration within six months of completion of the Project. The final payment of Grant will only be met on receipt by the Funder of the Recipient's Audit Declaration.
4. Any claims for Grant in relation to compensation claims arising from the Project following completion of its delivery shall be made on a quarterly basis in accordance with the terms of this Agreement.

**Schedule 3
Budget and Funding Profile**

PHASE 2 (full scheme)	Mandate – Gateway 1	Gateway 1 – Gateway 2	Gateway 2 – Gateway 3	Post Gateway 3	Total
Development	£340,000	£2,316,000			£2,656,000
Land acquisition & compensation				£1,080,642	£1,080,642
Preliminaries				£5,045,507	£5,045,507
Contract Management				£1,212,186	£1,212,186
Construction				£24,947,665	£24,947,665
Utilities					
Post construction					
Other					
Project contingency					
Total project cost	£340,000	£2,316,000		£32,286,000	£34,942,000
Inflation					
Risk (QRA)					£5,989,000
Outturn scheme cost					£40,931,000

Phase 2 Year	0	1	2	3	4	5	6	Total
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Mandate to Gateway 1	63,600	276,400						340,000
Gateway 1 - 2		60,000	1,087,900	1,028,600	139,500			2,316,000
Gateway 2 - 3								
Gateway 3- 4				4,777,500	21,370,500	5,000,000	1,138,000	32,286,000
Total (exclu QRA)	63,600	336,400	1,087,900	5,806,100	21,510,000	5,000,000	1,138,000	34,942,000

PHASE 2a	Mandate – Gateway 1	Gateway 1 – Gateway 2	Gateway 2 – Gateway 3	Post Gateway 3	Total
Development	£ 71,400	£ 528,600			£600,000
Land acquisition & compensation				£437,322	£437,322
Preliminaries				£ 1,050,665	£ 1,050,665
Contract Management				£ 252,553	£ 252,553
Construction				£ 5,000,460	£ 5,000,460
Utilities					
Post construction					
Other					
Project contingency					
Total project cost	£ 71,400	£ 528,600	£ -	£ 6,741,000	£ 7,341,000
Inflation	£595,000 from GW1 included in post GW3 costs above				
Risk (QRA)					£ 1,353,000
Outturn scheme cost					£ 8,694,000

2A Year	0	1	2	3	4	5	6	Total
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Mandate to Gateway 1	20,000	51,400						71,400
Gateway 1 - 2		20,000	280,000	228,600				528,600
Gateway 2 - 3								
Gateway 3- 4				3,370,500	3,370,500			6,741,000
Total (exclu QRA)	20,000	71,400	280,000	3,599,100	3,370,500			7,341,000

PHASE 2b	Mandate – Gateway 1	Gateway 1 – Gateway 2	Gateway 2 – Gateway 3	Post Gateway 3	Total
Development	£ 183,600	£ 1,254,400			£ 1,438,000
Land acquisition & compensation					£ -
Preliminaries				£ 2,722,355	£ 2,722,355
Contract Management				£ 653,412	£ 653,412
Construction				£ 14,031,233	£ 14,031,233
Utilities					
Post construction					
Other					
Project contingency					
Total project cost	£ 183,600	£ 1,254,400	£ -	£ 17,407,000	£ 18,845,000
Inflation	£2,675,000 from GW1 included in post GW3 costs above				
Risk (QRA)					£ 3,243,000
Outturn scheme cost					£ 22,088,000

2b Year	0	1	2	3	4	5	6	Total £m
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Mandate to Gateway 1	33,600	150,000						183,600
Gateway 1 - 2		20,000	734,400	500,000				1,254,400
Gateway 2 - 3								
Gateway 3- 4				1,407,000	16,000,000			17,407,000
Total (exclu QRA)	33,600	170,000	734,400	1,907,000	16,000,000			18,845,000

PHASE 2c	Mandate – Gateway 1	Gateway 1 – Gateway 2	Gateway 2 – Gateway 3	Post Gateway 3	Total
Development	£ 85,000	£ 533,000			£ 618,000
Land acquisition & compensation				£ 643,320	£ 643,320
Preliminaries				£ 1,272,487	£ 1,272,487
Contract Management				£ 306,220	£ 306,220
Construction				£ 5,915,972	£ 5,915,972
Utilities					
Post construction					
Other					
Project contingency					
Total project cost	£ 85,000	£ 533,000	£ --	£8,138,000	£8,756,000
Inflation	£1,813,000 from GW1 included in post GW3 costs above				
Risk (QRA)					£ 1,393,000
Outturn scheme cost					£ 10,149,000

2c Year	0	1	2	3	4	5	6	Total
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Mandate to Gateway 1	10,000	75,000						85,000
Gateway 1 - 2		20,000	73,500	300,000	139,500			533,000
Gateway 2 - 3								
Gateway 3- 4					2,000,000	5,000,000	1,138,000	8,138,000
Total (exclu QRA)	10,000	95,000	73,500	300,000	2,139,500	5,000,000	1,138,000	8,756,000

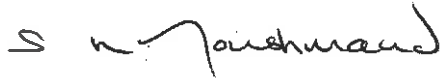
EXECUTED as a DEED
by the affixing of the COMMON SEAL of
WEST YORKSHIRE COMBINED
AUTHORITY which was authenticated by:



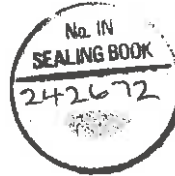
2016/70

.....
Authorised Signatory

THE CORPORATE COMMON SEAL of)
THE BOROUGH COUNCIL OF)
CALDERDALE was hereunto affixed)
(but not delivered until the date hereof) in)
The presence of :-)



J. L. HOUSHMAND
PRINCIPAL SOLICITOR



APPENDIX 1
Gateway Process

Approval Stage	Documentation Submitted	Purpose
Mandate	Mandate Document	<ul style="list-style-type: none"> • To set the scene for the problem and why something needs to be done
Gateway 1: Development Approval	GW 1 Business Case	<ul style="list-style-type: none"> • To set out the scope of the options under consideration across all 5 cases • To define the maximum funding requirement from WYTF
Gateway 2: Conditional Approval	GW 2 Conditional Business Case	<ul style="list-style-type: none"> • To confirm that any statutory powers (e.g. CPOs for land acquisition) have been granted; • To gain approval for the procurement strategy (for large/complex schemes only) <p>Subject to the above not being relevant and with the agreement of the PMO, this Approval Stage can be bypassed, and schemes can move straight to GW3.</p>
Gateway 3: Implementation Approval	GW 3 Full Business Case	<ul style="list-style-type: none"> • To set out the affordability of the tender prices received. • To demonstrate the specification/scope of the project is compliant and consistent with Gateway 1 / 2 approval.
Gateway Stage 4: Scheme Close	Evaluation Report	<ul style="list-style-type: none"> • To measure and demonstrate whether the expected benefits of the scheme were realised.

Part 7 **Statement of Design Expenses & Costs (All-Off Contract/PCO Only)**

The following table provides a breakdown of the design costs attributable to the project, categorized by the type of design services provided.

Design Service	Design Service Description	Contract Number	Actual Costs	WYCA Design Management Fees	Design Percentage
10/15/16	10/15/16				
10/15/16	10/15/16				
10/15/16	10/15/16				
10/15/16	10/15/16				

Part 8 **LABOR RECORD (SHEET PILES)**

General Information	LABOR EXPENDITURE (BY SHEET)
Sheet	
Position	
Organization	
Address 1	
Address 2	
Address 3	
Address 4	
Address 5	
Address 6	
Address 7	
Address 8	
Address 9	
Address 10	
Address 11	
Address 12	
Address 13	
Address 14	
Address 15	
Address 16	
Address 17	
Address 18	
Address 19	
Address 20	

Part 9 **AUDIT DECLARATION**

I, the undersigned, certify that the information provided on this form is true and correct to the best of my knowledge and belief, and that I am not aware of any information that would cause this information to be materially misleading.

Part 10 **ANNUAL / FINAL AUDIT DECLARATION ONLY**

I, the undersigned, certify that the information provided on this form is true and correct to the best of my knowledge and belief, and that I am not aware of any information that would cause this information to be materially misleading.

Part 11 **FOR WYCA USE ONLY**

I, the undersigned, certify that the information provided on this form is true and correct to the best of my knowledge and belief, and that I am not aware of any information that would cause this information to be materially misleading.

Year	Method	Start Date	End Date
2017/18	Quarterly	1 April 2017	30 June 2018
2018/19	Quarterly	1 July 2018	30 September 2018
2019/20	Quarterly	1 October 2018	31 December 2018
2020/21	Quarterly	1 January 2019	31 March 2019
2021/22	Quarterly	1 April 2019	30 June 2019
2022/23	Quarterly	1 July 2019	30 September 2019
2023/24	Quarterly	1 October 2019	31 December 2019
2024/25	Quarterly	1 January 2020	31 March 2020
2025/26	Quarterly	1 April 2020	30 June 2020
2026/27	Quarterly	1 July 2020	30 September 2020
2027/28	Quarterly	1 October 2020	31 December 2020
2028/29	Quarterly	1 January 2021	31 March 2021
2029/30	Quarterly	1 April 2021	30 June 2021
2030/31	Quarterly	1 July 2021	30 September 2021
2031/32	Quarterly	1 October 2021	31 December 2021
2032/33	Quarterly	1 January 2022	31 March 2022
2033/34	Quarterly	1 April 2022	30 June 2022
2034/35	Quarterly	1 July 2022	30 September 2022
2035/36	Quarterly	1 October 2022	31 December 2022
2036/37	Quarterly	1 January 2023	31 March 2023
2037/38	Quarterly	1 April 2023	30 June 2023
2038/39	Quarterly	1 July 2023	30 September 2023
2039/40	Quarterly	1 October 2023	31 December 2023
2040/41	Quarterly	1 January 2024	31 March 2024
2041/42	Quarterly	1 April 2024	30 June 2024
2042/43	Quarterly	1 July 2024	30 September 2024
2043/44	Quarterly	1 October 2024	31 December 2024
2044/45	Quarterly	1 January 2025	31 March 2025
2045/46	Quarterly	1 April 2025	30 June 2025
2046/47	Quarterly	1 July 2025	30 September 2025
2047/48	Quarterly	1 October 2025	31 December 2025
2048/49	Quarterly	1 January 2026	31 March 2026
2049/50	Quarterly	1 April 2026	30 June 2026
2050/51	Quarterly	1 July 2026	30 September 2026
2051/52	Quarterly	1 October 2026	31 December 2026
2052/53	Quarterly	1 January 2027	31 March 2027
2053/54	Quarterly	1 April 2027	30 June 2027
2054/55	Quarterly	1 July 2027	30 September 2027
2055/56	Quarterly	1 October 2027	31 December 2027
2056/57	Quarterly	1 January 2028	31 March 2028
2057/58	Quarterly	1 April 2028	30 June 2028
2058/59	Quarterly	1 July 2028	30 September 2028
2059/60	Quarterly	1 October 2028	31 December 2028
2060/61	Quarterly	1 January 2029	31 March 2029
2061/62	Quarterly	1 April 2029	30 June 2029
2062/63	Quarterly	1 July 2029	30 September 2029
2063/64	Quarterly	1 October 2029	31 December 2029
2064/65	Quarterly	1 January 2030	31 March 2030
2065/66	Quarterly	1 April 2030	30 June 2030
2066/67	Quarterly	1 July 2030	30 September 2030
2067/68	Quarterly	1 October 2030	31 December 2030
2068/69	Quarterly	1 January 2031	31 March 2031
2069/70	Quarterly	1 April 2031	30 June 2031
2070/71	Quarterly	1 July 2031	30 September 2031
2071/72	Quarterly	1 October 2031	31 December 2031
2072/73	Quarterly	1 January 2032	31 March 2032
2073/74	Quarterly	1 April 2032	30 June 2032
2074/75	Quarterly	1 July 2032	30 September 2032
2075/76	Quarterly	1 October 2032	31 December 2032
2076/77	Quarterly	1 January 2033	31 March 2033
2077/78	Quarterly	1 April 2033	30 June 2033
2078/79	Quarterly	1 July 2033	30 September 2033
2079/80	Quarterly	1 October 2033	31 December 2033
2080/81	Quarterly	1 January 2034	31 March 2034
2081/82	Quarterly	1 April 2034	30 June 2034
2082/83	Quarterly	1 July 2034	30 September 2034
2083/84	Quarterly	1 October 2034	31 December 2034
2084/85	Quarterly	1 January 2035	31 March 2035
2085/86	Quarterly	1 April 2035	30 June 2035
2086/87	Quarterly	1 July 2035	30 September 2035
2087/88	Quarterly	1 October 2035	31 December 2035
2088/89	Quarterly	1 January 2036	31 March 2036
2089/90	Quarterly	1 April 2036	30 June 2036
2090/91	Quarterly	1 July 2036	30 September 2036
2091/92	Quarterly	1 October 2036	31 December 2036
2092/93	Quarterly	1 January 2037	31 March 2037
2093/94	Quarterly	1 April 2037	30 June 2037
2094/95	Quarterly	1 July 2037	30 September 2037
2095/96	Quarterly	1 October 2037	31 December 2037
2096/97	Quarterly	1 January 2038	31 March 2038
2097/98	Quarterly	1 April 2038	30 June 2038
2098/99	Quarterly	1 July 2038	30 September 2038
2099/00	Quarterly	1 October 2038	31 December 2038
2100/01	Quarterly	1 January 2039	31 March 2039
2101/02	Quarterly	1 April 2039	30 June 2039
2102/03	Quarterly	1 July 2039	30 September 2039
2103/04	Quarterly	1 October 2039	31 December 2039
2104/05	Quarterly	1 January 2040	31 March 2040
2105/06	Quarterly	1 April 2040	30 June 2040
2106/07	Quarterly	1 July 2040	30 September 2040
2107/08	Quarterly	1 October 2040	31 December 2040
2108/09	Quarterly	1 January 2041	31 March 2041
2109/10	Quarterly	1 April 2041	30 June 2041
2110/11	Quarterly	1 July 2041	30 September 2041
2111/12	Quarterly	1 October 2041	31 December 2041
2112/13	Quarterly	1 January 2042	31 March 2042
2113/14	Quarterly	1 April 2042	30 June 2042
2114/15	Quarterly	1 July 2042	30 September 2042
2115/16	Quarterly	1 October 2042	31 December 2042
2116/17	Quarterly	1 January 2043	31 March 2043
2117/18	Quarterly	1 April 2043	30 June 2043
2118/19	Quarterly	1 July 2043	30 September 2043
2119/20	Quarterly	1 October 2043	31 December 2043
2120/21	Quarterly	1 January 2044	31 March 2044
2121/22	Quarterly	1 April 2044	30 June 2044
2122/23	Quarterly	1 July 2044	30 September 2044
2123/24	Quarterly	1 October 2044	31 December 2044
2124/25	Quarterly	1 January 2045	31 March 2045
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2126/27	Quarterly	1 July 2045	30 September 2045
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2130/31	Quarterly	1 July 2046	30 September 2046
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2132/33	Quarterly	1 January 2047	31 March 2047
2133/34	Quarterly	1 April 2047	30 June 2047
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2135/36	Quarterly	1 October 2047	31 December 2047
2136/37	Quarterly	1 January 2048	31 March 2048
2137/38	Quarterly	1 April 2048	30 June 2048
2138/39	Quarterly	1 July 2048	30 September 2048
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2155/56	Quarterly	1 October 2052	31 December 2052
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2158/59	Quarterly	1 July 2053	30 September 2053
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2161/62	Quarterly	1 April 2054	30 June 2054
2162/63	Quarterly	1 July 2054	30 September 2054
2163/64	Quarterly	1 October 2054	31 December 2054
2164/65	Quarterly	1 January 2055	31 March 2055
2165/66	Quarterly	1 April 2055	30 June 2055
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2167/68	Quarterly	1 October 2055	31 December 2055
2168/69	Quarterly	1 January 2056	31 March 2056
2169/70	Quarterly	1 April 2056	30 June 2056
2170/71	Quarterly	1 July 2056	30 September 2056
2171/72	Quarterly	1 October 2056	31 December 2056
2172/73	Quarterly	1 January 2057	31 March 2057
2173/74	Quarterly	1 April 2057	30 June 2057
2174/75	Quarterly	1 July 2057	30 September 2057
2175/76	Quarterly	1 October 2057	31 December 2057
2176/77	Quarterly	1 January 2058	31 March 2058
2177/78	Quarterly	1 April 2058	30 June 2058
2178/79	Quarterly	1 July 2058	30 September 2058
2179/80	Quarterly	1 October 2058	31 December 2058
2180/81	Quarterly	1 January 2059	31 March 2059
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2182/83	Quarterly	1 July 2059	30 September 2059
2183/84	Quarterly	1 October 2059	31 December 2059
2184/85	Quarterly	1 January 2060	31 March 2060
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2189/90	Quarterly	1 April 2061	30 June 2061
2190/91	Quarterly	1 July 2061	30 September 2061
2191/92	Quarterly	1 October 2061	31 December 2061
2192/93	Quarterly	1 January 2062	31 March 2062
2193/94	Quarterly	1 April 2062	30 June 2062
2194/95	Quarterly	1 July 2062	30 September 2062
2195/96	Quarterly	1 October 2062	31 December 2062
2196/97	Quarterly	1 January 2063	31 March 2063
2197/98	Quarterly	1 April 2063	30 June 2063
2198/99	Quarterly	1 July 2063	30 September 2063
2199/00	Quarterly	1 October 2063	31 December 2063
2200/01	Quarterly	1 January 2064	31 March 2064
2201/02	Quarterly	1 April 2064	30 June 2064
2202/03	Quarterly	1 July 2064	30 September 2064
2203/04	Quarterly	1 October 2064	31 December 2064
2204/05	Quarterly	1 January 2065	31 March 2065
2205/06	Quarterly	1 April 2065	30 June 2065
2206/07	Quarterly	1 July 2065	30 September 2065
2207/08	Quarterly	1 October 2065	31 December 2065
2208/09	Quarterly	1 January 2066	31 March 2066
2209/10	Quarterly	1 April 2066	30 June 2066
2210/11	Quarterly	1 July 2066	30 September 2066
2211/12	Quarterly	1 October 2066	31 December 2066
2212/13	Quarterly	1 January 2067	31 March 2067
2213/14	Quarterly	1 April 2067	30 June 2067
2214/15	Quarterly	1 July 2067	30 September 2067
2215/16	Quarterly	1 October 2067	31 December 2067
2216/17	Quarterly	1 January 2068	31 March 2068
2217/18	Quarterly	1 April 2068	30 June 2068
2218/19	Quarterly	1 July 2068	30 September 2068
2219/20	Quarterly	1 October 2068	31 December 2068
2220/21	Quarterly	1 January 2	

