

Grant Agreement

Name of Grant: Battle of Flowers

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Grant Agreement

1. Parties to the Agreement

This Agreement is made between:

The **STATES OF JERSEY** represented by:

Economic Development, Tourism, Sport and Culture Department (hereafter referred to as 'the Department')
7th Floor
Cyril Le Marquand House,
The Parade, St Helier
Jersey, JE4 8UL

And

The Jersey Battle of Flowers (Events) Limited (hereafter referred to as 'the Partner')
Meadowbank
Le Rue des Pres Sorsoleil
St Lawrence
Jersey
JE3 1EE

2. Rationale

This Grant supports the States of Jersey strategic priority of 'getting people into work'. This priority is to get unemployed islanders working, keep people in work and create new employment opportunities and jobs through sustainable economic growth.

This is achieved by supporting the Department's aim of developing event led tourism. This helps the tourism industry in its important role of broadening the range of employment opportunities for local people,

The Department is utilising public funds to develop flagship events which will raise Jersey's profile,, develop and promote products that will attract niche and special interest markets, improve the quality and value of what Jersey offers, transform St Helier into a vibrant and attractive visitor destination and make more of events and existing resources.

3. Objectives & Purpose of the grant

The Grant is made to assist with the delivery of the Jersey Battle of Flowers Day and Moonlight Parades. Responsibility for the Fete de Noué has been transferred by the Department to the Parish of St. Helier.

The Battle of Flowers events take place over two days in August (11th and 12th). The grant is to assist with the organisation, promotion and delivery of the Jersey Battle of Flowers.

4. Operative Period

The Agreement shall commence at the date of signing and end on the 31st March 2017 when the Partner supplies the Department with its audited accounts as per this Agreement.. The Agreement will be subject to earlier termination in accordance with its terms. The Agreement shall not come into force until it has been signed by both parties.

5. Description of Services

The Partner shall carry out the services as described **Schedule 1**.

6. Performance Levels

The Performance Levels of the Partner means the agreed standards of performance described in **Schedule 2**.

7. Delegation of duties

The Partner shall not delegate any of its duties or obligations arising under this agreement unless first approved by the Department.

8. Amount of grant, payment and repayment terms, and surplus monies

The maximum total amount of the grant payable by the Department to the Partner is £130,000. The Partner acknowledges that the Department have met the cost of Gazette notices required for the event.

The grant for the Battle of Flowers will be paid after the Battle of Flowers event. The grant will only be paid once the relevant paperwork has been received by the department; that is an agreed Event Plan and good governance and financial control signed checklists.

Payment of the grant will be in accordance with Schedule 3 of this Agreement.

Any surplus funds at either the end of this agreement, must be repaid to the Department within 30 days.

In the event that any of the grant is used for purposes other than expenditure incurred by the Partner in connection with work relating to the provision of the Services, the department reserves the right to demand that the grant be refunded either in full or in part.

9. Corporate Governance

The Partner will maintain throughout the term of this agreement the Corporate Governance framework as described in Schedule 3.

The Department reserves the right to withhold or refuse payment of the grant if the Partner is unable to demonstrate that it has in place satisfactory Corporate Governance and Financial Controls.

10. Provision of reports and publication of accounts

To ensure the Department complies with States Financial Directions, the Partner is required to submit to the Department annual audited accounts by 31st March 2017 which is 6 months after the financial year end of the Partner (30th September 2016).

The signed accounts will be retained by the department and published as part of the States of Jersey accounts (see below).

The Partner is required to provide a Grant Assurance Statement setting out how the grant was spent and the outcomes achieved in comparison with the original objectives of the grant, the Partner must supply the Grant Assurance Statement by 31st December 2016.

The grant and all related expenditure incurred by the Partner must be clearly identified in the Partner's audited accounts submitted to the Department.

Amount of Grant	Financial Accounts Provide by Partner	Publication of Accounts by Department
Less than £25,000	Unaudited signed income and expenditure Statement provided within 6months of the organisations year end	Signed Statement will be retained by Department and made available to Individual States members on request
Between £25,000 and £75,000	Unaudited signed accounts provided with 6 months of the organisations year end	Unaudited signed accounts retained by Department and made available to Individual States members on request
Greater than £75,000	Audited, signed accounts must be signed within 6 months of the organisations year end	The signed Accounts will be published by the Treasury in a report to the States

11 Audit and Rights of Access

The Partner, in signing this Agreement, acknowledges that they may be subject to an audit by the Department or Comptroller and Auditor General. The Partner agrees to allow unrestricted access to all files and records and provide any information requested within 30 days of the request being made.

12. Prohibited Activities

The Partner shall not carry out activities in relation to this agreement which in the opinion of the Department will bring or are likely to bring the aforementioned or the Partner into disrepute.

The Partner is not representing the Department in any way and must not incur any liabilities that could be transferred to the Department.

13. Assignment and sub-contracting

The Partner shall not assign or transfer this Agreement or any part share or interest in it to another party without the written consent of the Department.

14. Breach resolution and termination for Breach

Any party may terminate this Agreement, with 3 months' notice or such other notice period as shall be agreed, in the event of a breach of any of its terms by the other party. Such termination shall not affect any rights which the party so terminating the Agreement may have against the other party in consequence of the breach.

In the event of a breach of any of the terms of this Agreement the party not in breach may as an alternative to agreed notice serve a notice on the party in breach requiring the breach to be remedied (if capable of remedy) within a period specified in the notice not being longer than 28 days and if the breach has not been remedied before the expiry of the specified period the party not in breach may then terminate the Agreement.

15. Notification

The Partner must notify the Department in writing forthwith upon the occurrence of any fact matter or circumstance which it believes to constitute a breach of this Agreement or otherwise gives the aforementioned the right to terminate this Agreement.

16. Grievance resolution

Any grievances between the parties should in the first instance be aired at a meeting of the principal parties to the Agreement (the Department and the Partner).

Both parties may call a meeting of not less than 14 days written notice, and each party agrees to procure that at least two of its designated representatives from its Senior Management Team shall attend all meetings called in accordance with this Clause.

If the senior officers fail to resolve the dispute within 14 days of the meeting then the Dispute Resolution Procedure shall be deemed exhausted OR the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties

17. Amendment or Variation

The terms of this Agreement may only be varied by agreement in writing between the parties to this Agreement and signed by such parties.

18. Notices

Any notice or other communication required to be served under or in connection with this Agreement shall be in writing and shall be delivered in the case of the Department to its office AND any such notices shall be deemed to have been received by the addressee (if delivered by hand) at the time of delivery or (if sent by pre-paid post or facsimile) within seventy two hours of posting.

19. Warranties and Indemnity

The Partner warrants with the Department that the obligations under this Agreement and services of the Partner will be performed with due care and diligence and to such high standards of quality as it is reasonably for the Department to expect in all circumstances. if any part of the services are not performed in accordance with this Agreement then the Department shall be entitled to require the Partner promptly to improve the relevant services immediately re-perform without additional charges to the Department or the organisation being advised.

20. Joint and Several Obligations

All agreements on the part of any party which comprises of more than one person or entity shall be joint and several.

21. Compliance with Legislation

In carrying out this Agreement and the services in particular the Partner shall comply in all respects with all relevant statutes, rules, regulations and orders in force.

22. Whole Agreement

The Department and the Partner acknowledge that this Agreement including the Schedules hereto and the terms herein contain the whole Agreement between the parties.

23. Supersedes Prior Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the signing of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

24. Law and Jurisdiction

This Agreement shall be governed by Jersey Law in every particular including formation and interpretation and shall be deemed and construed as having been made in Jersey.

25. Data Protection and Freedom of Information

Any data gathered during the delivery of this programme must be managed in accordance with the Data Protection (Jersey) Law, 2005 and the Freedom of Information (Jersey) Law 2011. The information must not be used or disclosed other than for the purposes intended without the written consent of the Department.

26. Insurance

The Partner must have in place, and maintain throughout the term of the Agreement the appropriate insurance policies to comply with the minimum legal requirements.

27. Survival of Terms

No terms shall survive expiry or termination of this Agreement unless expressly provided herein and/or as necessary by implication.

28. Confidentiality

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-Partners where such disclosure is required for the performance of the party's obligations under this Agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of this Agreement.

29. Liability

Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

Nothing in this clause 29 shall affect the Partner's right to terminate this agreement in accordance with its terms

30. Insolvency

The Partner shall notify the Department in writing immediately if a bankruptcy or winding-up petition is presented on the Partner during the term of the Agreement.

31. Intellectual Property Rights

All intellectual property rights arising in respect of the grant including but not limited to trademarks, copyright, names, logos, domain names, database rights, promotional material, design rights and any other materials shall remain with the Department.

32. Purchase of Assets

There is a general presumption that any assets disposed of, which was wholly or partially funded by the grant, the proceeds (or an appropriate proportion of them) should be paid to the Department.

Schedule 1: Description of Services

The Partner will organise the Jersey Battle of Flowers.

Battle will take place on Thursday 11 August 2016 with the Moonlight parade on Friday 12 August 2016. The event will take place on Victoria Avenue.

This years' Mr. Battle is Joe McElderry – the 2009 winner of the X Factor and a star in the West End. Mr Battle acts as an escort to Miss Battle (Aimee Le Brun).

28 floats (including Miss Battle's) have committed to the 2016 event. Guarantees, which are essential to the viability of exhibitors, have not been increased for 2016. There will continue to be a good mix of local and visiting bands as well as some carnival acts to support the floats. The objective being to keep the audience entertained throughout. The format of the day parade will be the same as in 2015 to generate more of a spectacle and a wow-factor with the floats entering the arena from both ends (rather than a static start within the arena). The night parade will follow the same format as the last three years with all the floats starting in the arena with a simultaneous lighting up of the floats.

Marketing and Promotion Strategy

It will be important to generate as much awareness of Battle as possible before the event to stimulate increased ticket sales.

A key to these increased sales will be attracting more local attendees to the day carnival. Many companies (but not as many as in previous years) give staff the afternoon off it will be our objective to promote the day as a great family outing.

PR activities on the island

The Chairman and the Events Director will undertake relevant PR activities to generate positive stories throughout the year and manage any potential negative stories.

Commercial Advertising

Battle will carry out some local advertising generally with the objective of persuading 'walk in'/ casual guests to pre-book stand seats.

Social media, website and branding

Battle has developed its website in 2016 to make it easier to navigate and more user friendly.

Following the appointment of a new Board member responsible for social media, in 2016 Battle will make greater use of Facebook, Twitter and Instagram to raise the profile of Battle to local residents and visitors. Battle is also helping exhibitors with their fundraising events by sharing their posts.

Event Programme / DVD / Merchandise

Advertising will be sold in the programme to defray costs and, where possible, generate a small surplus. Battle has made arrangements for a DVD to be made as this is a much appreciated souvenir of the event and also acts as a way of promoting Battle to new guests. Battle will take a low-risk approach for the DVD. It also has to consider the VAT costs this year in relation to the posting of DVDs to the UK, each DVD going to the UK each DVD included P&P and cost £12.99 + VAT.

Battle is also going to be able to sell Jersey Battle of Flowers branded tea towels from its ticket sales outlets and online.

Sponsorship Activities

In 2015 Battle agreed a three-year deal with Channel Islands Lines to provide shipping services to Battle for the seating and fun fair, which provides them with significant transportation savings.

Battle are also continuing their efforts to find additional sponsors, which will help them cover some of their costs and reduce their projected loss for the year.

The funfair makes a vital financial contribution to Battle. For 2016, the funfair will be located in People's Park (with the kind permission of the Connetable of St. Helier and the Bailiff). Unfortunately, the Parish of St. Helier may charge for the use of People's Park in 2016 which would cost Battle in the region of £8,000.

Off island (via Visit Jersey or other agencies)

Battle continue to work with Visit Jersey to maximise the promotion of the event off island and use jersey.com to publicise the event. Battle also undertake their own advertising in specific towns in the UK.

Miss Battle is expected to visit Alderney and La Harve later in the year, promoting Battle and Jersey.

Schedule 2: Key Performance Indicators

The Key Success Criteria for the 2016 event will be:

1. The overall number attending the two Battle parades increasing on 2015
2. The number of paying attendees achieving budgeted ticket sales of £270,000
3. Critical impact assessed by the reaction of the media to both the organisation and attendance of Battle
4. The results of a survey of guests after the event indicate that they found the event well-coordinated, safe, well publicised and well attended.
5. A generally positive survey after Battle
6. Finding a major sponsor(s) for future years

The Partner agrees to:

Produce an annual Business Plan outlining the delivery of the 'Battle of Flowers Carnival' in support of its stated objectives including realistic budget estimates and identifying the funding viability 'gap' that needs to be bridged. The Business Plan should identify clear and measurable aims and objectives with a timetable for achievement. These documents should be received and approved by the Department not later than July of the relevant year.

The Department must be recognised as a major sponsor in all press releases, media broadcasts and public addresses. Support and assistance (including free entry to the event) must be provided to visiting journalists and other media representatives.

Promotional materials should include the Jersey logo and where applicable, discussion should take place on the branding of any such materials. Adequate copies of any advance publicity or supporting materials should be supplied to Visit Jersey and Visit Jersey's off island agents in sufficient time to market and promote the event.

The Association will produce an annual progress report and forecast financial reports which will be supplied to the Department. During October / November 2016 the Association will meet with the

Minister, Assistant Ministers, and the Department to discuss the Report into modernising Battle and the Board's plans for future modernisation.

Schedule 3: Payments, Timing, and Repayment.

The grant for the Battle of Flowers will be paid in August 2016 after the event has been successfully delivered up to a maximum sum of £130,000. The Department will retain 10% of the total grant claimed which will be paid upon receipt of the Grant Assurance Statement (due by 31st December 2016).

Schedule 4: Signatures to the Agreement.

Signed for and on behalf of the Department

Name: Mike King
Position: Chief Officer
Economic Development, Tourism, Sport and Culture Department

Date:

Signed for and on behalf of the Partner

Name:
Position:
Jersey Battle of Flowers (Events) Limited

Date