



The European Agricultural  
Fund for Rural Development:  
Europe Investing in Rural Areas

[REDACTED]  
Ensors Gloucestershire Ltd  
Valley Road  
Cinderford  
Gloucestershire  
GL14 2NX

Date: 15 December 2010

Our Ref: 203664

## Rural Development Programme for England (RDPE)

Dear [REDACTED]

**Ensors Gloucestershire Ltd (the "Proposal")**

### 1. Offer

- 1.1 The South West of England Regional Development Agency (the "**AGENCY**") is pleased to inform **Ensors Gloucestershire Ltd ("You")** that in its capacity as a delegated body and agent of the **Rural Payments Agency (the "RPA")**, under the **Rural Development Programme for England (the "RDPE")**, it is prepared to invest a total of up to but not exceeding [REDACTED] (the "**Investment**") equalling a total [REDACTED] towards the agreed **Eligible Expenditure** in the **Application and Business Plan** on the terms and conditions contained in this letter.
- 1.2 This letter and the attached schedules and documents annexed or referred to in the attached schedule will, on your acceptance of this offer, form the **Agreement** between **You** and the **AGENCY**.



1.3 The details of the **Proposal** are as follows:

<p><b>Body to whom the Investment is to be paid.</b></p>	<p>Ensors Gloucestershire Ltd Valley Road Cinderford Gloucestershire GL14 2NX</p>
<p><b>Brief details of the Application and Business Plan</b></p> <p><i>As set out or referred to in the <b>Application and Business Plan</b> and as agreed by the <b>AGENCY</b> on behalf of the <b>Rural Payments Agency</b>.</i></p>	<p>Investment to develop a new abattoir and meat processing and packing facilities.</p>
<p><b>Aim of the Proposal</b></p> <p><i>The agreed principal purpose identified in the <b>Application and Business Plan</b> and/or agreed with the <b>AGENCY</b>. It should relate to the South West Regional Implementation Plan.</i></p>	<p>To develop the company's processing and packing facilities to improve business capabilities and efficiency, and to give the business the flexibility to respond to future market pressures and opportunities.</p>
<p><b>Objectives</b></p> <p><i>The key SMART<sup>1</sup> actions identified from the <b>Proposal</b> and/or agreed with the <b>AGENCY</b> which will contribute to the <b>Aim</b> of the <b>Proposal</b> and through which <b>Outputs</b> will be achieved. This description should be a summary of the <u>Key Objectives</u> detailed in the project Application.</i></p>	<p>To build a state of the art facility with new technology, plant and equipment to restructure slaughtering and processing operations which are currently carried out at two different sites in Cinderford to:</p> <ul style="list-style-type: none"> <li>- provide room for further expansion</li> <li>- support continuous improvements in animal welfare</li> <li>- reduce the environmental impact in particular with respect to energy use, carbon footprint, water recovery and food miles</li> <li>- improve processing efficiency and flexibility.</li> </ul>
<p><b>Outputs Achievement Date</b></p>	<p>As defined in Schedule 1</p>
<p><b>Start Date</b></p>	<p>27 July 2010 As defined in Schedule 3</p>
<p><b>Completion Date</b></p>	<p>29 February 2012 As defined in Schedule 3</p>

<sup>1</sup> Specific Measurable Achievable Realistic Timebound



<b>End Date</b> <i>One year after the Completion Date.</i>	28 February 2013 As defined in Schedule 3
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## 2. Terms and Conditions of this Offer

This offer is subject to the terms of this **Agreement** including the general terms and conditions specified below, as detailed in **Schedule 1** - Performance Data and Financial Profiling, **Schedule 2** – Detailed Terms & Conditions of **Investment**, **Schedule 3** – Glossary of Terms, **Schedule 4** – **Clawback** of Surpluses, Receipts from the Sale of Assets or for **Unauthorised Use**, **Schedule 5** – **Additional Conditions** (where applicable), **Schedule 6** – Application and Business Plan, **Schedule 7** – Profile of Claims and as set out in guidance notes available on the **AGENCY** website from time to time and which are deemed to be included in this **Agreement**;

### 2.1 **Investment**

This offer is made to **You**. Unless otherwise specifically agreed in writing by the **AGENCY**, **You** may not assign, transfer, sub-contract or dispose of in any other way either the benefit of the **Investment** or the work involved in implementing the **Proposal**.

### 2.2 **Changes**

**You** must advise the **AGENCY** immediately if **You** need to make any changes or any changes are required, to the **Proposal** including but not limited to changes to;

- **Objectives**
- **Outputs** and **Milestones**
- **Start, End** and / or **Completion Dates**
- Project Delivery Arrangements
- Project Costs and Funding (including any new, additional, European or other national funding secured)

Any changes must be agreed, in writing, with the **AGENCY** before being put into effect.

### 2.3 **Making a Claim & Payment**

The **AGENCY** will make the **Investment** in arrears as defined in Schedule 1 in instalments against evidenced **Eligible Expenditure**. Each instalment will be made direct to your nominated bank account subject to the general **Clawback** and other provisions of this **Agreement**, within 45 days of receiving your completed **Claim Form**.

The **AGENCY** may delay payment of an instalment if, following receipt of your **Claim Form**, it requires further information from **You**. In these circumstances, the **AGENCY** will write to **You** within **14** days of receipt of your **Claim Form** setting out what further information it requires and the time period within which that information must be provided.



The **AGENCY** reserves the right to withhold payment of the final claim until the project has been audited and the payment approved.

## 2.4 **Reporting & Evaluation Requirements**

You will provide the **AGENCY's** EU Claims Team Leader with the following reports;

2.4.1 **Claim Submission** - the **Claim Form** shall be completed and submitted to the **AGENCY** in accordance with the Claims Profile **You** will populate in **Schedule 7**. The first claim will cover the first period starting with the **Start Date** and the final return is to be submitted within 14 days of the **Completion Date**.

2.4.2 **Annual Progress Report** - the annual report to be submitted to the **AGENCY** within 30 days of the first anniversary of the **Start Date** then annually thereafter. This will include:

- (a) **Progress Reports** on:
  - i. Actual Expenditure against approved **Eligible Expenditure**,
  - ii. Achievement of **Outputs**, Outcomes, **Milestones** and Objectives,
  - iii. List of **Beneficiary Data** for compliance with European Commission Regulations.
- (b) **Qualitative reports** on;
  - i. Operations,
  - ii. Conditions met,
  - iii. Other benefits achieved.
- (c) **Profile of expenditure for remainder of project programme to Completion Date**.

### 2.4.3 **Completion Report**

This will comprise the following minimum elements and is to be completed and sent to the **AGENCY** within 3 months of the **Completion Date**;

- (a) A **summary account** of the achievement of **Outputs**, Outcomes and **Objectives** to **Completion Date**;
- (b) A **commentary** highlighting lessons learnt, key successes achieved during project and disappointments or failures encountered to **Completion Date**;
- (c) A **financial statement** showing actual expenditure against approved expenditure, both a) annually and b) in total. The statements also to show capital and current elements, and any income or capital receipts;
- (d) A **summary of the overall funding package** i) as approved, ii) as achieved.

### 2.4.4 **Evaluation Plan**

**You** may be required to participate in an evaluation scheme in accordance with any Government and or European evaluation of the scheme.



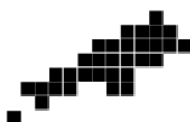
**South West RDA**

## 2.5 **Access, Compliance, Auditing Requirements & Inspection Visits**

- (a) **You** are required to provide the **AGENCY's** EU Monitoring Team (and or its Agents), the **Rural Payments Agency, Defra**, the European Commission, the European Court of Auditors, the National Audit Office and Government Office for the South West at reasonable request, access to all and any information about the **Proposal** including building, site, project, outcomes business and / or beneficiaries who have been supported by this **Investment**.
- (b) In order to comply with European Commission regulations, **You** will be required to provide to the **AGENCY** detailed **Beneficiary Data** as detailed in Schedule 1.
- (c) The **AGENCY's** EU Monitoring Team (and or its Agents), the **Rural Payments Agency, Defra**, the European Commission, the European Court of Auditors, the National Audit Office and Government Office for the South West or any of their representatives, shall have the right to inspect at any reasonable hour the project and/or such further information as they think fit and to be provided with copies of such documents or items as they shall require. There must be sufficiently robust management and financial systems to ensure that all documents relating to the implementation of the project and its financing are available for the period of ten years after the final payment of grant. These documents must demonstrate that the amount of grant claimed is in respect only of **Eligible Expenditure**. In addition the **AGENCY** and any of the aforementioned bodies and their representatives and advisors shall have the right to call and attend meetings with **You** if necessary.

## 2.6 **Publicity**

- (a) **You** will ensure that, where appropriate, publicity is given to the **Proposal** by drawing attention to the benefits and opportunities afforded by it. In acknowledging the contribution and **Investment** made by the **AGENCY** on behalf of the **Defra**, **You** must comply with any guidance on publicity provided by or on behalf of these bodies and any promotional activity including but not limited to media statements and website publication. **You** will install and maintain at each location where the project is publicised or operates signage such explanatory plaques, billboards, signage and other promotional material indicating the involvement of the **AGENCY**, **Defra**, and the **European Union** logos on all literature and signs. Further detailed guidance is available at [www.sw-ruralgateway.info](http://www.sw-ruralgateway.info).
- (b) Subject to confidentiality obligations agreed herein, the **AGENCY** reserves the right to use all data provided by **You** in relation to the **Investment** for publicity or promotional purposes.



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## 2.7 **Clawback on Default**

The **AGENCY** reserves the right to withhold payment of any instalments and/or recover all or any part of the **Investment** it has already made if without the **AGENCY**'s written consent, either;

- (a) **You** fail to achieve any **Objective, Output** or **Milestone** in the **Proposal**; or
- (b) **You** breach any of the terms and conditions of the **Agreement** (and fail to remedy the breach within 14 days of the **AGENCY** asking **You** to do so); or
- (c) **You** become **Insolvent** or any steps are taken by any person toward such Insolvency; or
- (d) **You**, or any sub-contractor or any third party who has benefitted from this **Investment**, have acted fraudulently in any way in relation to the **Investment**.

## 2.8 **Clawback of Surpluses, Receipts from the Sale of Assets or for Unauthorised Use**

The **AGENCY** will be entitled to recover the **Clawback** sums as may be detailed in Schedule 4. The **AGENCY** also reserves in its absolute discretion the right to recoup or recover all or a proportion, of the **Investment** in the event of;

- (a) the **Proposal** generating income above that already agreed with the **AGENCY** as set out in the **Proposal**; or
- (b) a capital receipt above that already agreed with the **AGENCY** as set out in the **Proposal**; or
- (c) assets resulting from the **Investment** being disposed of whether by sale or lease or otherwise; or
- (d) assets resulting from the **Investment** being put to **Unauthorised Use**; or
- (e) any provisions invoked relating to **Clawback** whether or not detailed in the attached Schedule 4; or
- (f) any of the **Additional Conditions** detailed in the attached Schedule 5 (where applicable) not being satisfied.

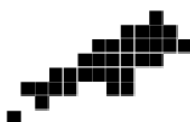
## 2.9 **Lapse of Offer**

This offer will automatically lapse if, without the **AGENCY**'s written consent, either;

- (a) the **Start Date** is delayed by more than 6 months; or
- (b) **You** make no claim against this **Investment** within 12 months of the date of your acceptance of this offer; or
- (c) **You** fail to return your acceptance within 30 days of the date of the offer.

## 2.10 **No Obligation to Pay Date**

No claims will be accepted after the **End Date**, unless otherwise agreed in writing with the **Agency**.



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## 2.11 **Communications**

Your initial contact for all enquiries at the **AGENCY** is [REDACTED] or such other case officer as notified from time to time.

All correspondence with the **AGENCY** must be in writing and either be delivered at or sent by first class post to: Food and Rural Development Team, South West Regional Development Agency, Sterling House, Dix's Field, Exeter, EX1 1QA or faxed to 01392 229542.

Any notice or other communications between us shall be accepted as having been received;

- (a) if sent by first-class post, three days after posting exclusive of the day of posting; or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax before 5pm on a business day, on that business day otherwise on the next business day.

And in the case of the **AGENCY** addressed as set out above and in the case of **You** [REDACTED] Ensors Gloucestershire Ltd, Valley Road, Cinderford, Gloucestershire, GL14 2NX.

Either of us may change the details of service by notice in accordance with the above.

## 2.12 **Amendments to the Agreement**

The **AGENCY** may amend or vary the **Agreement** where either;

- (a) mandatory changes are required by the UK or EC laws or regulations; or
- (b) by mutual written consent between **You** and the **AGENCY**.

## 3. **Acceptance**

3.1 This offer is effective from the 15 December 2010 and remains valid for a period of 30 days (unless extended, in writing, by the **AGENCY**). If **You** wish to accept the offer, please sign and return the enclosed copy of this letter to include the completed Profile of Claims as detailed in **Schedule 7** for the attention of the European Claims Team Leader at Sterling House, Dix's Field, Exeter EX1 1QA.

3.2 On acceptance of the **AGENCY**'s offer, **You** will be bound by the terms and conditions of the **Agreement**. **You** will be accepting legal obligations and should consider taking independent professional advice before such acceptance.

3.3 **You** confirm that **You** have received, read and understood the **RDPE** guidance provided by the **AGENCY** and that **You** will observe all requirements and conditions this places upon **You** including those relating to enduring investments.



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**4. Termination**

The **AGENCY** reserves the right to terminate this **Agreement** by notice in writing and / or to implement Clauses 2.7 and/or 2.8 with immediate effect where;

- (a) **You** undergo a **Change of control** which impacts adversely and materially on the **Agreement**;
- (b) **You** become **Insolvent**;
- (c) **You** fail to achieve any **Objective, Output or Milestone**;
- (d) **You** fail to remedy any breach of this **Agreement** which is capable of remedy within 14 days of the **AGENCY** requesting **You** to do so;
- (e) **You** commit a breach of this **Agreement** which is incapable of remedy.

Yours sincerely

[Redacted signature area]

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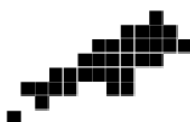
We hereby accept the **AGENCY's** offer of **Investment** and the terms and conditions of this **Agreement** and further enclose our completed Profile of Claims as detailed in **Schedule 7**.

**Signed** this \_\_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
SIGNED by (print name)

\_\_\_\_\_  
Signature

Authorised to sign on behalf of:  
\_\_\_\_\_



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## **Schedule 1 Performance Data and Financial Profiling**

### **1.0 Rest of Region – Items 1.1 - 1.6**

#### **1.1 Axis 1 – Main Outputs – Rest of Region**

	<b>Measure</b>	<b>Output</b>	<b>Quantity</b>	<b>Achievement Date</b>
111	Vocational Training and information actions	Number of participants in training Number of training days received	NA NA	
121	Modernisation of Agricultural Holdings	Number of farm holdings that received investment support Total volume of investment (£)	NA NA	
122	Improving the economic value of forests	Number of forest holdings that received investment support Total volume of investments (£)	NA NA	
123	Adding value to agricultural and forestry products	Number of enterprise supported Total volume of investments (£)	1 ████████	28 February 2012 28 February 2012
124	Cooperation for development of new products, processes and technologies in the agriculture and food sector and the forestry sector	Number of cooperation initiatives supported	NA	
125	Infrastructure related to the development and adaptation of agriculture and forestry	Number of operations supported Total volume of investments (£)	NA NA	

#### **Axis 1 - Results – Rest of Region**

	<b>Applies to all Axis 1 Measures</b>	<b>Output</b>	<b>Quantity</b>	<b>Achievement Date</b>
	Increase in agricultural gross value added in supported farms or forestry enterprises	Increase in GVA as measured by growth in profitability (£)	████████	28 February 2015
	Number of holdings introducing new products	Number of holdings	N/A	N/A



	and/or techniques			
	Gross number of jobs created	Number of jobs (full time equivalent)	■	28 February 2015

## 1.2 Axis 3 – Main Outputs – Rest of Region

	Measure	Output	Quantity	Achievement Date
311	Diversification into non-agricultural activities	Number of beneficiaries Total volume of investments (£m)	NA NA	
312	Business creation and development	Number of micro-enterprises supported/created	NA	
313	Encouragement of tourism activities	Number of new tourism actions supported Total volume of investments (£m)	NA NA	
321	Basic services for the economy and rural population	Number of supported actions Total volume of investments (£m)	NA NA	
322	Village Renewal and development	Number of villages where actions took place Total volume of investments (£m)	NA NA	
323	Conservation and upgrading of the rural heritage	Number of rural heritage actions supported Total volume of investments (£m)	NA NA	
331	Training and information	Number of participating economic actors to supported activities Number of days of training received by participants	NA NA	

341	Skills acquisition, animation and implementation of local development strategies	Number of skills acquisition and animation actions	NA	
		Number of participants in actions	NA	
		Number of public-private partnerships supported	NA	



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### Axis 3 - Results – Rest of Region

	Applies to all Axis 3 Measures	Output Indicators	Quantity	Achievement Date
	Increase in non agricultural gross value added in supported businesses	Increase in GVA as measured by growth in profitability (£)	NA	
	Gross number of jobs created	Number of jobs (full time equivalent)	NA	
	Additional number of tourists:	Number of overnight stays	NA	
		Number of day visitors	NA	
	Population in rural areas benefitting from improved services	Population receiving improved services	NA	

### 1.3 Milestones – Rest of Region

Milestones	Achievement Date
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



## 1.4 Beneficiary Data – Rest of Region<sup>2</sup>

You will ensure that You record and if requested, are able to report detailed **Beneficiary Data** related to the above **Outputs** and Supplementary Outputs including but not limited to the following:

- **People**
  - Age
  - Gender
  - Ethnicity
  
- **Business**
  - Sector
  - Livestock Activity
  - Agricultural Activity
  - Type of Investment Support
  - Type of Enterprise
  - Type of Infrastructure

## 1.5 Profile of Eligible Expenditure – Rest of Region

Elements of Expenditure (£) Project No. 203664	Year 1 31.12.10	Year 2 31.12.11	Year 3 31.12.12	Year 4 31.12.13	Total Costs
[REDACTED]		[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]			[REDACTED]
<b>TOTAL ELIGIBLE ITEMS</b>		[REDACTED]			[REDACTED]

<sup>2</sup> Please note that these categories may be subject to change dependent upon Defra reporting requirements.

## 1.6 Funding Package - Rest of Region

Project Number & Measure		Year 1 31.12.10	Year 2 31.12.11	Year 3 31.12.12	Year 4 31.12.13	Total Costs
Project 203664 Measure 123	██████		██████			██████
	██████		██████			██████
	<b>TOTAL</b>		██████			██████

# Schedule 2 –

## Detailed Terms & Conditions of Investment

### 1. Warranties and Representations

In accepting this offer **You** warrant and confirm to the **AGENCY**, the **Rural Payments Agency, DEFRA and the European Commission** and for the purposes of money laundering regulations, that;

**(a) You** are a legally constituted body and **You** have the full capacity and authority and all necessary consents to enter into and perform the obligations on **You** under this **Agreement** and **You** acknowledge that they constitute valid, legal and binding obligations of and on **You** and are enforceable against **You**;

**(b)** all information, documents and accounts provided by **You** or on your behalf, from time to time are and will be true, valid and correct;

**(c) You** are not in breach of any law or regulation agreement or obligation which affects or may affect your ability to commit to this **Agreement**;

**(d) You** are not under any statutory obligation to carry out the **Proposal** or any part of it;

**(e) You** will ensure that all the necessary consents are in place and maintained for the duration of the **Proposal** without limitation. **You** must obtain all necessary planning consents and licences for the **Proposal**. If any consents or licences are varied **You** must inform the **AGENCY** in writing immediately.

### 2. Conduct

**(a) You** must comply with, and require third parties who benefit from this **Investment** to comply with, all legal obligations including, but not limited to the following, including any subsequent amendments as may change from time to time:

- De Minimis Regulation 1998/2006
- SME Block Exemption Regulation 70/2001 (as amended by Regulation 364/2004)
- Training Aid Block Exemption 68/2001
- Block Exemption 1857/2006 - aid for SME's active in the production of agricultural products
- De Minimis Regulation (Agricultural activity) 1860/2006
- Regulation 1857/2006
- Regulation 68/2001
- Regulation 1860/2006
- Council Regulation (EC)1698/2005
- Commission Regulation (EC)1974/2006
- Commission Regulation (EC)1975/2006
- Commission regulation 259/2008
- Statutory Instrument 2007/75
- EC and UK Planning and Environmental legislation
- EU State Aid Rules, including but not limited to N747/A/99 and N747/B/99 Partnership Support for Regeneration (1) Support for Speculative Developments and (2) Support for Bespoke Developments
- Health and Safety legislation
- Employment legislation
- Equal opportunities (in relation to race, sex, disability, faith and sexuality)
- Financial regulations and legislation
- Copyright and Data Protection legislation
- Freedom of Information
- EC and UK procurement legislation

**(b) You** must not grant any lender security over assets funded, or part-funded, by this **Investment** unless **You** have first obtained the **AGENCY's** written consent.

**(c)** In undertaking the **Proposal** **You** must not act [directly or indirectly] in any way that will bring the **AGENCY** into disrepute.

**(d) You** must inform the **AGENCY** immediately if any of **You** or your directors or partners are a) disqualified, or b) subject to investigation or challenge which may have a detrimental effect upon the **AGENCY** and/or the **Proposal**.

**(e) You** must advise the **AGENCY** immediately of any threat of or any notice or any resolution in respect of any Insolvency.

**(f)** The **AGENCY** will report any cases of suspected fraud to the relevant authorities.

### 3. Insurance

**(a) You** must take out and maintain with a reputable insurance company adequate insurance of the type and level of cover which it is reasonable to expect from a business such as that operated by **You**.

**(b) You** must produce a schedule of all appropriate insurance cover and copies of all relevant cover notes and insurance policies to the **AGENCY** within 10 days of any such request being made by the **AGENCY**.

### 4. Confidentiality

**You** acknowledge that the **AGENCY** is subject to the requirements of the Freedom of Information Act 2000 (the "**Act**") and related legislation and the Environmental Information Regulations 2004 ("the **Regulations**") and **You** will assist and cooperate with the **AGENCY** to enable it to comply with its information disclosure requirements. The **AGENCY** will, if required to do so, make all information regarding this **Investment** accessible to public scrutiny. The **AGENCY** shall determine in its absolute discretion whether **Commercially Sensitive Information** or other **Confidential Information** or other information whether or not defined by the **Act** or the **Regulations** as commercially sensitive is exempt from disclosure but subject to this the **AGENCY** will not disclose such information to a third party without your written agreement (not unreasonably withheld or delayed) unless;

**(a)** it becomes publicly available, other than as a result of any breach of the **Agreement**; or

**(b)** it becomes lawfully available from any other third party free from any confidentiality restrictions; or

**(c)** it is ordered to disclose by a Court or other competent authority; or

**(d)** in the **AGENCY's** opinion (having taken your views into account where practical) the public interest in the disclosure of that information outweighs possible prejudice or harm possibly arising from the disclosure. **You** acknowledge that the **AGENCY** may disclose information without consulting **You** where required to do so under the **Act** and/ or the **Regulations**.

**Defra** is the data controller in respect of any personal data that you provide to the **Rural Payments Agency**. Your personal information will be protected in line with the Data Protection Act 1998. The information will be used mainly to support the application to which it relates. The information may also be used in line with the Data Protection Act, for other purposes as explained in scheme guidance and on the Access to Information pages on the **RPA** website.

### 5. Intellectual Property Rights

All **Intellectual Property Rights** arising from the **Proposal** hereby vest in the **AGENCY**, other than **Pre-existing Intellectual Property Rights**, unless specifically detailed and agreed in writing with the **AGENCY**.

### 6. Information

**(a) You** are required to provide the **AGENCY**, in writing, any such information about the **Investment** as it requires for the conduct of its statutory functions or which may be required by the Department for Business, Innovation and Skills, other relevant Government Departments or Agencies, and the European Commission in respect of their regulatory and / or compliance functions.

**(b) You** are required to record for the **AGENCY** any such information as may be required to monitor and evaluate the performance of the **Agreement**. **You** are required to retain this information for access by the **AGENCY**, the Department for Business, Innovation and Skills, other relevant Government Departments or Agencies and the European Commission for a minimum period of 10 years from the **End Date**.



## 7. Entire Agreement

This **Agreement** constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

## 8. Applicable Law

This **Agreement** is governed and interpreted in accordance with English Law and subject to the jurisdiction of the courts of England and Wales. If any provision of this **Agreement** is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this **Agreement** shall otherwise remain in full force and effect.

## 9. Business Support Simplification

**You** acknowledge that the **AGENCY** is tasked by Government with contributing to a reduction in the number of Business Support schemes from an estimated 3,000 to fewer than 100 nationally by 2010. Simplifying Business Support will require the co-operation of the **AGENCY's** partners with the shared objective of improving the accessibility, consistency and efficiency of Business Support. Business Support Simplification may impact on the work of your **Proposal** and the **AGENCY** agrees to invest in the Project on the understanding that certain aspects will be subject to review and modification in line with emerging work on Simplification.

## 10. Equality & Diversity

**You** agree that **You** will do all **You** reasonably can to eliminate all forms of discrimination on the grounds of age, disability, gender, race, religion or belief and sexual orientation in your employment practices and the delivery of your services. In accordance with regulatory requirements, the **Agency's** statutory equality duties, and the commitments outlined in its policies and equality schemes found on the **Agency's** website or by contacting the **Agency**, **You** further agree to seek to promote equality of opportunity for:

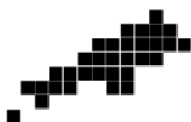
- disabled people
- women and men
- people belonging to all racial, cultural and ethnic groups
- people of different age groups
- people who are gay, lesbian and bisexual
- people who have a religion or belief, or those that do not
- people who intend to undergo, are undergoing or have undergone gender reassignment
- people with dependents and caring responsibilities



## Schedule 3

## Glossary of Terms

<b>Additional Conditions</b>	Conditions set out in Schedule 5 (where applicable) which must be met by <b>You</b> to the satisfaction of the <b>AGENCY</b> in connection with the <b>Proposal</b> and approved in writing with <b>AGENCY</b> .	<b>End Date</b>	The date <b>by</b> which no claim will be accepted by the <b>Agency</b> for processing for the funded activity.
<b>Agency</b>	South West of England Regional Development Agency or its successor bodies as may be directed by the Department for Business, Innovation and Skills or any other Government Department. For the purposes of this <b>Agreement</b> , the <b>AGENCY</b> is acting as delegated body and agent of the <b>Rural Payments Agency</b> .	<b>Intellectual Property</b>	Includes, without limit, all copyright (and future copyright), patents, trademarks and service marks (whether registered or not), design rights, registered designs, database rights, moral rights and know-how together with the right to register, protect, enforce and exploit the above anywhere in the world.
<b>Agreement</b>	This letter and the attached Schedules and documents annexed.	<b>Investment</b>	The financial contribution to be made by the <b>AGENCY</b> for and on behalf of the <b>Rural Payments Agency</b> in the form of grant funding to <b>You</b> under this <b>Agreement</b> .
<b>Application &amp; Business Plan</b>	means the application for grant to the Agency including but not limited to details of Project Activities, business plan and any related and supportive documents.	<b>Insolvency</b>	<b>You</b> are unable to pay your debts as they fall due or are insolvent (within the meaning of s.123[1] of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or <b>You</b> enter into any arrangement with creditors, or a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar is appointed, or possession or enforcement or any other similar process is taken against <b>You</b> or any of your assets and <b>Insolvent</b> shall be interpreted accordingly.
<b>Beneficiary Data</b>	all information in respect of beneficiaries of the <b>Investment</b> , including but not limited to, data of individuals, companies, contact details, nature of business, organisational size, geographical location, diversity.	<b>LIBOR</b>	London Interbank Offered Rate – the international rate at which banks borrow from other banks.
<b>Change of Control</b>	The same meaning as set out in section 840 of the Income and Corporation Taxes Act 1988.	<b>Milestones</b>	Key events and stages as agreed between <b>You</b> and the <b>AGENCY</b> in the implementation of the <b>Proposal</b> .
<b>Claim Form</b>	The document to be provided by your <b>AGENCY</b> contact at agreed intervals.	<b>Outputs</b>	Specific targets identified in the <b>Proposal</b> and / or agreed between <b>You</b> and the <b>AGENCY</b> as set out in the RDPE Guidance.
<b>Clawback</b>	The <b>AGENCY</b> 's right to recover the whole or any part of the <b>Investment</b> including any relevant interest as may be applicable.	<b>Pre-existing Intellectual Property Rights</b>	Any <b>Intellectual Property</b> provided or used by <b>You</b> in connection with the <b>Proposal</b> which exists as at the date of the <b>Agreement</b> and which is specifically identified in the <b>Proposal</b> .
<b>Commercially Sensitive Information</b>	All information which relates to, or could have an impact upon, a commercial activity without limitation. This may include commercial activities conducted in a competitive environment, or information whose release could damage reputation or business confidence.	<b>Proposal</b>	The comprehensive document in the prescribed form setting out full details of your proposed venture and/or as agreed with the <b>Agency</b> .
<b>Completion Date</b>	The date by which the work outlined in the <b>Proposal</b> is to be completed, subject to any additional dates as may be detailed in the attached Schedules and Annexures.	<b>Rural Development Programme for England</b>	The Rural Development Programme for England is jointly funded by the EU, through the European Agricultural Fund for Rural Development, and the Government. It will help farmers to manage the land more sustainably and deliver important outcomes on biodiversity, landscape and access, water quality and climate change. It will also make agriculture and forestry more competitive and sustainable and to enhance opportunity in rural areas.
<b>Confidential Information</b>	All information regarding this <b>Investment</b> and related to your business affairs, plans, discussions, contacts, products, developments, trade secrets, know-how, personnel, customers, partners and suppliers having both a quality and an obligation of confidence which, if passed on could result in a legal action.	<b>Rural Payments Agency</b>	The accredited paying agency for European Agricultural & Rural Development subsidies for England.
<b>Defra</b>	Department for Environment, Food & Rural Affairs	<b>Start Date</b>	The date by which the work outlined in the <b>Proposal</b> is to be started.
<b>Eligible Expenditure</b>	The costs which the <b>AGENCY</b> is satisfied have been wholly and necessarily incurred and paid by <b>You</b> in undertaking the <b>Proposal</b> which without limitation and for the avoidance of doubt does not include any finance charges but does include any non-recoverable VAT and professional fees in connection with the design supervision and implementation of the <b>Proposal</b> . The evidence required to support <b>Eligible Expenditure</b> will be either; (1) original receipted invoices or documents of equal probative value such as bank statements and accountant's reports (should documents of equal probative value to submitted, the <b>AGENCY</b> reserves the right to request that original receipted invoices be supplied); or (2) Audit Opinions will be	<b>Unauthorised Use</b>	Any use of a building, land or other fixed asset other than as described in the <b>Proposal</b> , and/or any use for which the necessary consents have not been granted. by the <b>AGENCY</b> .
		<b>You</b>	The body, as referred to in Para's 1.1 and 1.3, to which the <b>Investment</b> will be paid, that is accountable for the legal and financial conduct of the <b>Proposal</b> and for adherence to all the conditions contained in this <b>Agreement</b> .



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## **Schedule 4**

### **Clawback of Surpluses, Receipts from the Sale of Assets or for Unauthorised Use**

If **You** fail to comply with any of the terms of this **Agreement** the **AGENCY** acting in its capacity as delegated body and agent of the **Rural Payments Agency** will be entitled to recover part or all sums paid under this **Investment** with interest at the rate of **LIBOR +1%** from the date of notification of any such requirement, plus any appropriate penalties.

## Schedule 5

### Additional Conditions

1. **You** will provide evidence to the **Agency** of an independent valuation of the existing abattoir site to confirm its valuation of £1,000,000 to be returned with the signed contract.
2. **You** will provide evidence to the **Agency** that the new site at Bilson Green has been purchased by the company for the proposed development. To be provided with the returned signed contract.
3. **You** will provide evidence to the **Agency** of the sale of Grail's building for £450,000 in August 2010 and evidence of the sale of the existing abattoir for £1,000,000 in March 2011.
4. **You** will provide to the **Agency** a letter from HSBC indicating the availability of additional short term loan, overdraft or discounting facilities of £600,000 in addition to the existing £500,000 overdraft, to total £1,100,000 to cover the anticipated overdraft required during December 2010 to February 2011.
5. **You** will provide a letter from HSBC confirming their offer of mortgage of £3,100,000 with terms consistent or similar to the quotation dated 26 May 2010.
6. Any award of grant will be conditional upon the **Agency** obtaining a charge on the assets of the company
7. No additional RDPE funding will be available in the event of cost overruns.



## **Schedule 6**

### **Application and Business Plan**

As attached.



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## Schedule 7

### Profile of Claims – Project No.:203664 Schedule of Grant Claims and Progress Reports

Period of Claim --/--/----	Elements of Expenditure	Eligible Expenditure (£)	Grant Claimed	Measure
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



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Period of Claim --/--/----	Elements of Expenditure	Eligible Expenditure (£)	Grant Claimed	Measure
T H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
T H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
T H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
T H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
T H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]



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