

## PROPERTY FLOOD RESILIENCE REPAIR GRANT - AGREEMENT

1. This is an agreement made between Leicestershire County Council (“us”, “we”, “our”) and

**NAME** (“you”, “your”)

in specific relation to

**ADDRESS** (“the property”).

2. This agreement records the terms on which we have agreed to provide the claimant property owner named above a grant up to the value of £5000 for the purpose of installing property flood resilience (“PFR”).
3. The PFR measures mentioned above will be specific measures agreed between you and us, these may include resistance measures designed to prevent water entering your property, or resilience measures designed with the purpose of reducing the impacts of flooding.

### *Basis for payment of the grant*

4. This grant will be used solely for the purpose of purchasing and installing PFR products to your property, up to the total value of £5000.00 (Including VAT). It can also cover the costs of any independent surveys undertaken pre or post install up to the total value of £800.00 (including VAT) from the £5000.00 total.
5. Any additional costs over and above the £5000.00 limit must be met by you from alternative resources.
6. Any other costs incurred outside of these specific items will not be covered by the grant unless previously discussed and explicitly agreed by us, even if the £5000.00 limit has not been met.
7. You will be responsible for arranging and facilitating all necessary surveys and work required in order to install PFR to your property.
8. We are administering this grant to provide financial aid for the installation of these measures only. It is our policy to take reasonable steps to ensure that the PFR measures are appropriate for the property, represent value for money, are of satisfactory quality and condition, and are properly installed. However, we cannot guarantee any aspect of the quality, condition, fitness for purpose of the PFR measures, which themselves aim to mitigate and limit rather than prevent flood water ingress.
9. Accordingly, we shall not have any legal liability for:
  - a. The quality, condition or fitness for purpose of the PFR measures; or
  - b. Any damage resulting from ingress of flood water.

### *Timetable of Implementation*

10. For Storm Babet grants, you must have submitted all proposed measures including costs to us for approval by 31<sup>st</sup> May 2025.
11. For Storm Henk, grants, you must have submitted all proposed measures including costs to us for approval by 31<sup>st</sup> August 2025.

12. Failure to comply with the deadlines specified above, will result in the Council being unable to recover grant funds from Central Government and will therefore result in your grant payment claim being rejected, leaving you liable for the whole of the cost of any survey and installation/works.

#### *Ownership of the PFR measures*

13. Once the PFR measures have been installed, they will belong to you and your successors in title, the freehold owner for the time being of the property. Any contractual or consumer agreements made between you and the PFR supplier will be your responsibility to uphold.
14. You will be responsible for operating the PFR measures in line with manufacturer instructions, and for their ongoing maintenance.
15. If you sell the property, you agree to explain the operation, maintenance and storage of the PFR measures to the new owner. You will also pass on to the new owner any instructions or manuals.

#### *Reporting Requirements and Evidence*

16. As a minimum, before any funds from the grant are released, we will require evidence that the agreed measures have been installed appropriately (in the case of fixed PFR measures) or have been purchased and are ready for use (in the case of mobile measures such as pumps, equipment etc).
17. The exact forms of evidence will be agreed with you directly. This may include:
  - a. Photos of the measures installed correctly, shown in both passive and active positions.
  - b. Any proof of installation from the supplier (such as a certificate of installation, post build reports, sign off documentation etc).
  - c. Proof of purchase such as invoices, receipts etc.
  - d. An independent post build survey undertaken by a surveyor.
  - e. A visual inspection undertaken by us, or a 3<sup>rd</sup> party acting on our behalf.
18. If a visual inspection is required, you must allow the inspector access to your property at a time agreed with you prior to the visit. If you are a landlord, you must ensure that your tenant is aware of this agreement so that access can be gained to inspect the installed measures. If an arranged and agreed inspection is refused, it may not be possible for another one to be arranged, and this may affect your eligibility for part or all of the PFR Grant.

#### *Your Personal Data*

19. Any data provided to us by you, will be held and used strictly in accordance with our Data Governance Policy. You can find more information on this policy and how we use your data, here: <https://www.leicestershire.gov.uk/about-the-council/data-protection-and-privacy/collecting-and-using-your-information>.

20. The Council will not share any personal data you have submitted with a third party. Only your unique reference number, a description of the measures installed, and the total cost of your claim will be shared with Defra.

*By signing this agreement:*

- a. You confirm that you are the [sole/joint] owner[s] of the freehold interest in the property;
- b. You agree to the terms laid out in this agreement,
- c. You acknowledge that the PFR measures aim to mitigate and limit rather than prevent flood water ingress and as such, there remains a residual risk of internal property flooding.
- d. You acknowledge the risks associated with installing and utilizing PFR measures, and that this contract does not supersede or replace any agreements made between you and a 3<sup>rd</sup> party to survey, supply or install PFR measures.

Signed by the property owner[s]:

Signature:

Name:

Date:

Signature:

Name:

Date:

Signed on behalf of Leicestershire County Council:

Signature:



Name: Victoria Coombes

Date: XXXXXXXX

Position: Flood Risk Manager