



Robin Stephenson  
Luxulyan Parish Council  
Lower Burlorne, Tregoose, Washaway, Bodmin, , PL30 3AJ Cornwall

Bodmin  
Cornwall  
PL30 3AJ

23/07/2018

**NP Grant Ref: NPG-03469**

Dear Robin Stephenson

### **OFFER OF GRANT – Community Rights Programme – Neighbourhood Planning Basic**

Congratulations! On behalf of the Community Rights Programme, funded by the Department for Communities and Local Government, we are pleased to offer **Luxulyan Parish Council** a grant of up to a maximum of **£3,010.00** (the “grant”). This grant is specifically for the purpose of the ‘**Project**’, the details of which are outlined in your application form. Please note that if this amount is less than you applied for, the reasons are detailed in Schedule 1. We offer you the grant on the terms of this letter so please read it carefully.

#### **What you need to do now - Accepting our offer**

Before we can begin to make payment(s) you will need to accept our Grant Offer, Terms and Conditions (Appendix A) as well as completing our Grant Recipient Due Diligence Process. You are required to complete this process through a secure web portal for Groundwork UK’s Programme Management System ‘Gifts.’

As you already have a Gifts account registered to the email address provided with a previous grant, please login to your existing grantee account to accept this offer. To login to your account visit [https://www.grantrequest.co.uk/SID\\_19?SA=AM](https://www.grantrequest.co.uk/SID_19?SA=AM). Please use the username (your email address) and the password you used when creating your account to login (or the latest one if this has changed since your account was created). If you have forgotten your password, you can request a new one by visiting the login page via the above link.

As soon as you have done this, you can start to complete the due diligence form by clicking on the grey tab titled “Requirement Form”. Follow the instructions on the screen. Once you have submitted the form, you will receive a confirmation email. Please note the due diligence checking process can take up to **10 working days to complete**, therefore only contact us for an update if this time has elapsed.

You should also add the addresses [mail@grantapplication.com](mailto:mail@grantapplication.com) and [mailuk@grantapplication.com](mailto:mailuk@grantapplication.com) to your email account to ensure that you receive future requests and information regarding this grant.

By accepting our grant offer, you accept the terms on which we offer the grant, and you enter into a legally enforceable contract with us. You also acknowledge that you have carefully considered this letter, and the Terms and Conditions of Grant Agreement, and that you fully understand and accept them.

Your due diligence must be completed by the following date or your grant offer may lapse:  
**01/09/2017**

Please contact us if you need further time to complete the process, your main Groundwork UK contact is **Joe Osborne**.

Once you have completed the due diligence process to our satisfaction, we will pay the grant by BACS. Please be aware that **no grant payment will be released until we receive the above information from you correctly completed** where appropriate. The grant paid will be 100% of your award.

Once your project is complete, we will require confirmation of grant expenditure and a project progress update. Please note that you are required to keep all evidence of spend of the grant, however only invoices over £1,000 will need to be provided to us.

We will contact you with further details on this process.

If you have any queries regarding this letter, please email [mycommunity@groundwork.org.uk](mailto:mycommunity@groundwork.org.uk) or call 0121 236 8565.

We wish you every success in your project and we look forward to hearing from you shortly.

Yours sincerely



Paul Viles  
Director of Finance & Company Secretary  
Groundwork UK

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Schedule 1 – Details of Award  
Appendix A – Standard Terms and Conditions of Grant

## Schedule 1 – Details of Award

Special conditions attached to your grant and comments from the Panel can be found below. If you have been awarded a smaller grant than the value requested in your application, the reason for awarding less funding can be found below.

### Instructions/conditions from Panel & Reason for awarding less money (if applicable)

- If you are using the grant to engage consultants to support your neighbourhood plan, you are strongly advised to ensure that they are appropriately qualified for the work. This would mean using a qualified planner, preferably a chartered member of the Royal Town Planning Institute (MRTPI), to provide advice on planning legislation, policy and issues. Similarly there are a range of specialists who might need to be involved in a Strategic Environmental Assessment (SEA) or work related to Habitats Regulations. If in doubt, please take advice from your Local Planning Authority.
- Please note the maximum day rate we will pay for any consultant is £500 per day excluding VAT and reasonable expenses.
- Eligible expenditure consists of payments by You during the Funding Period for the purposes of the Project. The **Grant Funding period start date** is **11 August 2017** and ends with the **Grant Funding period end date** of:27/02/2018.
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- The amounts for items 1.1 and 1.2 is £1200 and £100 respectively
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- Please note that the grant cannot be used to pay for any activities that have already taken place.

### Approved Grant Budget

Item	Amount
Consultants	£1,200
Training Sessions	£100
Room hire	£200
Printing costs	£808
Internet facilities for meetings	£200
Hospitality	£202
Leaflets, posters, boards etc	£300
	£0
	£0
	£0
<b>Total</b>	<b>£3,010</b>

## **Appendix A**

### **TERMS AND CONDITIONS OF GRANT - Neighbourhood Planning Grant**

#### Definitions

'You' and 'Your' referred to in this document is the Contact who confirms the acceptance of grant and the organisation that You represent.

'Us' and 'We' refers to Groundwork UK acting on behalf of DCLG

'DCLG' refers to the Department of Communities and Local Government.

'Grant' refers to the Neighbourhood Planning Grant you have been awarded

'Grant Funding Period' - the start of funding period is the date listed in schedule 1 above and end of the funding period is the grant end date listed in schedule 1 above or the 31 March 2018 whichever is the soonest.

'Funding Agreement' means this letter, schedules and appendices.

'Programme' means the Neighbourhood Planning Programme

'Project' means the planned activities described in your grant application form to the Neighbourhood Planning Programme

'Terms and Conditions' mean the terms and conditions of the grant, as set out in this Grant Offer/Funding Agreement.

#### **1. General**

The Grant must not be used for any other purposes other than to further your Project. If there are changes to Your planned activities then you must obtain Groundwork UK's prior approval in writing prior to entering into any agreement to purchase support. We cannot approve any changes that fall outside of the Programme's eligible criteria.

#### **2. Meaning of Eligible Expenditure**

2.1 Subject to sub-clause 2.2, eligible expenditure consists of payments by You during the Funding Period for the purposes of the Project. Eligible Expenditure is net of VAT recoverable by You from HM Revenue & Customs, and gross of irrecoverable VAT.

2.2 For the purpose of defining the time of payments, a payment is made by You when and only when, money passes out of Your control. Money will be assumed to have passed out of Your control at the moment when legal tender is passed to a supplier or contractor, when a letter is posted to a supplier or contractor containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or contractor by direct credit or bank transfer.

2.3 The following costs are not Eligible Expenditure:-

Payments:

- a) for activities of a political or exclusively religious nature;
- b) for any activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
- c) for goods or services that You have a statutory duty to provide;
- d) reimbursed or to be reimbursed by other public or private sector grants;
- e) contributions in kind (a contribution in goods or services as opposed to money);
- f) depreciation, amortisation or impairment of Fixed Assets owned by You;
- g) interest payments (including service charge payments for finance leases);
- h) gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- i) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- j) statutory fines, criminal fines or penalties.
- k) spend incurred before the issue of this funding agreement unless agreed in writing by Groundwork UK
- l) the acquisition or improvement of fixed assets by You (e.g. buildings, vehicles, furniture, office equipment, computers, photocopiers, etc.)
- m) paying for volunteer time (reasonable volunteer expenses are allowed)
- n) any items which fall outside of Your Approved Grant Budget specified in Schedule 1.

### **3. Financial requirements**

3.1 You must have an organisational bank account with two signatories before we can pay you the money. Individual bank accounts are not acceptable. It is also not acceptable for the two signatories to be related or living at the same address.

3.2 All those in receipt of grants will submit a final monitoring report within 2 weeks of the completion of the planned activities which will update on Project progress, confirm the final spend of the grant and provide a complete and accurate record of the eligible expenditure. Groundwork UK will review the statement and record provided. Should any grant be unspent or expenditure be deemed to be ineligible then this must be returned to Groundwork UK within 30 days of being requested in writing. If

it is not received by this time you may not receive the final payment (in instances where Your grant is paid in instalments) and it may affect future applications to the Programme.

3.3 You must immediately notify us if you become aware of or suspect financial irregularity or fraud within Your Project by any person involved directly or indirectly with the Project. You must ensure officers, members, employees and volunteers avoid conflicts of interest. Where there is serious suspicion of fraud taking place, we will refer the matter to the Department for Communities and Local Government. If a criminal act is suspected by Us, the Police will be notified. Grants may be suspended during any investigation and terminated if financial irregularity or fraud is found to have occurred. Groundwork UK reserves the right to clawback funding for the whole grant and it may affect future applications to the programme.

3.4 You must co-operate with requests from Groundwork UK to carry out a financial audit. If we do carry out a financial audit we will give reasonable notice.

3.5 You should keep separate and proper records and accounts for Your Grant with a clear audit trail (invoices, receipts, etc.). Your Grant must be listed separately in Your accounts and must be kept available for a period of six years following the end of the Project. Groundwork UK may ask to see a copy of your accounts at any time and these must be provided within a reasonable time frame (i.e. one month).

3.6 In relation to any goods or service purchased with this Grant, you must make the payment for these within the time frame specified on the supplier's invoice, subject to relevant contracts being fulfilled. All payments made from the grant by You must be approved by two authorised signatories of your organisation.

3.7 You must provide Groundwork UK with invoices for all items of spend over £1,000. These should be uploaded to Groundwork UK's Programme Management System 'Gifts' when you provide your monitoring and expenditure information. In addition, We may ask to see original invoices for a period of up to six years following the end of the project.

#### **4. Procurement Procedure**

4.1 If Your organisation has an existing procurement policy and procedures you must ensure that these are followed in the delivery of Your Project. Groundwork UK may ask to see a copy of your policy and procedures at any time and these must be provided within a reasonable time frame (i.e. one month).

4.2 You should aim to achieve value for money and avoid conflicts of interest in all purchases of goods and services through Your Grant. You must obtain quotes for the provision of all goods and services with a cost of £500 or more. Where the cost is £5000 or more, or there is a potential conflict of interest, you must, if practicable obtain at least 3 written quotes. If you follow a single tender procedure, for example, where you want to use the Grant to continue working with a consultant who has previously been providing support to Your group, you must keep a record of the reasons why that procedure was thought to be appropriate. Groundwork UK may ask to see a copy of your quotes, tenders or reasons for a single tender at any time and these must be provided within a reasonable time frame (i.e. one month).

#### **5. Grant variations**

5.1 Your Grant is awarded to you on the Terms and Conditions set out in this Grant Offer/Funding Agreement. Any changes must be approved by Groundwork UK. A Project Change Request Form can be made available to You on request once You have accepted Your Grant. We will aim to give you a response to any proposed changes within 10 working days.

5.2 You must spend Your Grant by the end of the Grant Funding Period. In exceptional circumstances, where you will be unable to spend the grant by the end of the Grant Funding Period and need an extension, you must complete the Grant Variation Request Form before the end of the Grant Funding Period. Such approval will be at Groundwork UK's absolute discretion. Grant deadlines will not be extended beyond 31 March 2017. If you do not spend Your Grant, or no longer need grant in the Grant Funding Period, you must return the unspent funds to Groundwork UK as soon as possible so that we can reuse the funding within the Programme or return it to the Department for Communities and Local Government.

5.3 If there are changes to Your budget during Your Project, You must complete the Grant Variation Request Form and obtain Groundwork UK's written approval before spending outside of Your agreed budget. If you authorise any spend before getting Groundwork UK's approval, this may be deemed as ineligible and we may claw back any unauthorised grant usage.

## **6. UK Legislation**

6.1 You must seek expert advice if You are unsure what legislation may need to be complied with in the course of Your Project.

6.2 You must ensure that Your organisation has adequate public and employer insurance cover with an insurer of good repute to cover claims under the Grant or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Grant.

6.3 You must comply with the Data Protection Act and keep personal details of any clients, volunteers, staff and committee members secure and confidential.

6.4 You must comply with Your obligations under the Health and Safety at Work Act 1974 and have a written health and safety policy which all workers, volunteers or participants are made aware of on commencement of duties or beginning of activity. You must carry out risk assessments where relevant, for example, for a public event.

6.5 You must comply with Equal Opportunities legislation, both through best practice and by ensuring people are not exposed to discrimination in the course of their activities.

6.6 You must ensure that anyone working on Your Project, who will work with children, young people or vulnerable adults, undertakes a DBS (Disclosure Barring Service) check before any activity takes place.

6.7 Groundwork UK may ask to see a copy of your insurance certificates and any policies or procedures relating to Data Protection, Health and Safety, Equal Opportunities and DBS checks and these must be provided within a reasonable time frame (i.e. one month).

6.8 Groundwork UK and DCLG accept no liability or responsibility for any claim or matter howsoever arising out of any activity funded by the Grant.

## **7. Your obligations**

In undertaking this Project you must:

7.1 Co-operate with any evaluation of the programme undertaken on behalf of Groundwork UK, Locality or DCLG.

7.2 Promptly comply with any requests for information or visits from Groundwork UK, Locality, DCLG, National Audit Office and other deliverers on the programme.

7.3 Allow any relevant Project information, know-how, system or process learned from or created in operating the Project to be disseminated by DCLG among all persons or bodies who have responsibility for similar projects. You agree that such persons may share and use freely all such information, know-how, system or process for their own purposes.

7.4 Agree to Locality and Groundwork UK storing the data you submitted in Your application and using it in the administration of the Programme. Agree also for that data to be shared with Locality, DCLG and the evaluators of the Programme and to be used for publicity purposes if necessary. Groundwork UK will also keep Your organisation's details on our database and send you information which you may find useful including potential sources of future funding and our monthly newsletter. Please tell us if you wish us to remove Your details from this database.

7.5 Agree to assist and cooperate to enable Groundwork UK or DCLG to comply with obligations under the Freedom of Information Act whenever a request is made for information which relates to or arises out of this Grant Offer/Funding Agreement.

## **8. Breach of conditions and recovery of grant**

8.1 If You fail to comply with any of the Terms and Conditions, or if any of the events mentioned in sub-clause 8.2 occur, Groundwork UK may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid. You must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

8.2 The events referred to in sub-clause 8.1 are as follows:

a) You fail, in the opinion of Groundwork UK, Locality or DCLG, to make satisfactory progress with the Project; and in particular with meeting the Project's targets and agreed completion date;

b) You owe any sum to DCLG under an offer of grant for any other project or activities under any scheme or programme administered by DCLG for regeneration or development;

c) You purport to transfer or assign any rights, interests or obligations arising under this funding;

d) there is a change in control or ownership of Your organisation or You cease to operate or changes the nature of Your operations to an extent which Groundwork UK, Locality or DCLG considers to be significant or prejudicial to the satisfactory continuance of the Project;

e) You become the subject of a proposal for a voluntary arrangement; or have a petition for an administration order or a winding up order brought against You; or pass a resolution to wind up; or

makes any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do so; or are subject to the appointment of a receiver, administrator or liquidator; or are struck from the register at the Charity Commission, or, being a company, are struck from the register at Companies House;

f) Any information provided in the grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which We consider to be significant;

g) You take inadequate measures to investigate and resolve any reported irregularity;

h) Groundwork UK or DCLG in their absolute discretion consider that You no longer require grant assistance to carry out the Project or that there is some other reason that you should no longer be entitled to the Grant;

8.3 Where Groundwork UK has requested You to repay any amount, We may recover that amount by withholding, or deducting the amount from, any sum due to You under an offer of grant for any other project or activity under the Community Rights programme as administered by DCLG.

8.4 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, Groundwork UK will write to You giving particulars of its concern about the Project or of any breach of any of the Terms and Conditions of the grant.

8.5 You must act within 30 days (or earlier, depending on the severity of the problem) to address Groundwork UK's concern or rectify the breach, and may consult Groundwork UK or agree an action plan for resolving the problem. If Groundwork UK is not satisfied with steps taken by You to address its concern or rectify the breach, We may take steps to withhold or suspend the further payment of grant, or to recover grant already paid.

8.6 No term or condition of the Grant as set out in this Funding Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being a person who is not a party to this Funding Agreement) but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

8.7 Groundwork UK may terminate this Funding Agreement with immediate effect with no liability to make any further payment to You if at any time the funding received by Groundwork UK in relation to this Funding Agreement ceases to be paid or the Funding Agreement under which Groundwork UK receives its funding is terminated or suspended or Groundwork UK believe that it may be terminated or suspended.

8.8 If requested to do so by DCLG under the provisions of the agreement under which Groundwork UK manages the Grant, this Funding Agreement may be terminated without notice and Groundwork UK may require immediate repayment of any Grant monies paid out to You.