

# Supporting Communities in Neighbourhood Planning

## Terms and Conditions of Grant

### Definitions

- 'You' and 'Your' referred to in this document is the grant recipient referred to in the acceptance of grant form and if appropriate the organisation that you represent.
  - DCLG refers to the Department of Communities and Local Government.
  - 'CDF' refers to the Community Development Foundation acting on behalf of Locality and the DCLG
  - 'Grant' refers to the Supporting Communities in Neighbourhood Planning Programme – Grants.
  - 'Funding Agreement' means this agreement, Schedule and Annexes.
  - 'Funding Period' as agreed in Schedule II.
  - 'Neighbourhood Development Order' has the meaning given in section 61E of the Town and Country Planning Act 1990.
  - 'Neighbourhood Development Plan' has the meaning given in section 38A of the Planning and Compulsory Purchase Act 2004.
  - 'Offer of Grant' means the offer of grant made to You.
  - 'Programme' means the Supporting Communities in Neighbourhood Planning Programme.
  - 'Project' means the planned activities described in Your grant application form to the Supporting Communities in Neighbourhood Planning Programme - as summarised in Schedule II attached.
  - 'Terms and Conditions' mean the terms and conditions of the Grant, as set out in this Funding Agreement.
1. You must use this funding to carry out the tasks in relation to the Project; the Grant must not be used for other purposes. If there are changes to Your planned activities then you must obtain CDF's prior approval which shall be at CDF's absolute discretion. CDF reserves the right to suggest changes to the proposed tasks or any proposed changes if in CDF's opinion any of them fall outside of the programme's eligible criteria.
  2. You must ensure the Grant is not used for any purpose prohibited by the fund. **The purposes prohibited by the fund are:**
    - activities of a political or exclusively religious nature
    - goods or services that You have a statutory duty to provide
    - funds reimbursed or to be reimbursed by other public or private sector grants
    - contributions in kind (a contribution in goods or services as opposed to money)

- depreciation, amortisation or impairment of fixed assets owned by You
- interest payments (including service charge payments for finance leases)
- gifts to individuals, other than promotional items with a value of no more than £10 a year to any one individual
- entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations)
- statutory fines, criminal fines or penalties
- liabilities incurred before the issue of this Funding Agreement unless agreed in writing by CDF
- any other activity which CDF in their absolute discretion consider is not directly associated with developing the Programme

### **3. Financial requirements**

- I. All Supporting Communities in Neighbourhood Planning Grants will be paid in two instalments. An up front payment of 90% of Your Grant and a final payment of 10% of Your Grant upon satisfactory submission and approval of the final monitoring report. The first payment will be made as soon as possible, once Your funding acceptance and supporting documentation has been received. The payment of the final 10% will be paid in arrears and not be released until the Project is completed and the final monitoring report is approved.
- II. You must have an organisational bank account with two signatories before we can pay you the money, or have identified a nominated incorporated organisation with a bank account who will accept and hold the money on Your behalf, as detailed in clause 9 III.
- III. All those in receipt of grants will submit a final monitoring report within one month of the completion of the planned activities. If it is not received by this time you may not receive the final payment.
- IV. You must spend Your Grant by date agreed in Schedule II. You must contact CDF for prior approval before that date if you need to extend this period. Such approval will be at CDF's absolute discretion. If you do not spend Your Grant, you must return the unspent funds to CDF so that we can reuse the funding within the Programme or pass it back to the Department for Communities and Local Government. You cannot keep it to spend later.
- V. You must ensure officers, members, employees and volunteers avoid conflicts of interest. You must inform the CDF immediately if you have any grounds for suspecting financial irregularity in the use of the Grant.
- VI. You must immediately notify us if you become aware of any fraud or suspicion of fraud within Your Project by any person involved directly or indirectly with the

Project. Where there is serious suspicion of fraud taking place, we will refer the matter to the Department for Communities and Local Government. Grants will be withdrawn if fraud is found to have taken place, and any Supporting Communities in Neighbourhood Planning Grants funding will be claimed back.

- VII. You must co-operate with requests from the CDF to carry out a financial audit if required.
- VIII. You should keep separate and proper accounts for Supporting Communities in Neighbourhood Planning Grants funding, with a clear audit trail (invoices, receipts, etc). Supporting Communities in Neighbourhood Planning Grants must be listed separately in Your accounts. CDF reserves the right to inspect these records, which must be kept for a period of six years after the end of the Project.
- IX. 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.
- X. You must provide CDF with invoices for all items of spend over £1000.
- XI. The Grant will not be disbursed to You until at least four weeks before the start date of the Project.
- XII. All payments from the grant by You must be approved by two authorised signatories of your organisation.

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

- I. If Your organisation has an existing procurement policy and procedures you must ensure that these are followed in the delivery of Your Project. You should ensure a copy of the Procurement Policy is held on file and available for inspection.
- II. You should achieve value for money in all purchases of goods and services to support the Neighbourhood Development Plan. You must obtain quotes for the provision of all goods and services with a cost of £500 or more and where the cost is £5000 or more, you must, if practicable obtain at least 3 written quotes. If required to do so by CDF, you must produce documentary evidence of compliance with this condition.
- III. If you follow a single tender procedure, for example, where you want to use the Grant to continue working with a planning expert 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.

## **5. Progress reporting**

- I. You are required to submit regular monitoring reports as set out in Schedule I.
- II. You must provide accurate and honest reports of the progress Your Project is making, bringing to CDF's attention any issues or changes which may impact on the delivery of the Project within the funding period.

## **6. Insurance, Health and Safety, UK law**

- I. You must ensure that Your organisation has adequate 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 and provide a copy to CDF on request.
- II. You must keep names and addresses of volunteers, staff and any committee members as appropriate.
- III. 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.
- IV. You must allow access to anyone carrying out Health and Safety audits.
- V. You must ensure that you comply with UK laws and in particular do not commit any act of discrimination which is unlawful under the Equality Act 2010.
- VI. You must meet Equal Opportunities legislation, both through best practice and by ensuring people are not exposed to discrimination in the course of their activities.
- VII. Undertake Criminal Record Bureau (CRB) checks if necessary when you are working with young people or vulnerable adults.

## **7. Working with CDF**

In undertaking this Project you must:

- I. Co-operate with any evaluation of the programme undertaken on behalf of CDF, Locality or DCLG.
- II. Promptly provide progress monitoring information to CDF on the Project as set out in Schedule I.
- III. Make the award of this Grant to Your organisation public, as soon as possible e.g. through a website, or newsletter, or in some other public way, and similarly

provide public information on Your progress and share any information relating to it. You should send evidence of how you have done this to CDF.

- IV. Promptly comply with any other requests for information from CDF, Locality, DCLG, National Audit Office and other deliverers on the programme, such as any evaluators.
- V. Allow any 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.
- VI. Collaborate with any requests to arrange visits by the DCLG and others, such as any evaluators.
- VII. Agree to visits from a CDF representative who will meet with Your organisation at Your normal base of operations, if requested.
- VIII. Agree to Locality and CDF storing the data you submitted in Your application and using it in the administration of Supporting Communities in Neighbourhood Planning Programme. Agree also for that data to be shared with Locality, DCLG and the evaluators of the Supporting Communities in Neighbourhood Planning Programme and to be used for publicity purposes if necessary. CDF 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.
- IX. Agree to assist and cooperate to enable CDF 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 Funding Agreement.

## **8. Termination**

- I. You acknowledge and accept that in the event of a breach of the terms and conditions of the Grant, CDF shall be entitled to withhold any or all of the Supporting Communities in Neighbourhood Planning Grant with immediate effect, and require the immediate repayment of sums already paid to you. The grounds for breach of conditions and recovery of the Grant are:
  - You fail, in the opinion of CDF or DCLG, to make satisfactory progress with the Project;
  - You transfer or assign any rights, interests or obligations under this Funding Agreement or purport to do so;
  - there is a change in control or ownership of Your organisation or You cease to operate or changes the nature of Your operations to the extent which CDF or DCLG in their absolute discretion consider to be significant or prejudicial to the satisfactory continuance of the Project;

- any information provided by You relating to the Project is found to be incorrect or incomplete to an extent which CDF or DCLG in their absolute discretion consider to be significant;
  - You take inadequate measures to investigate and resolve any reported irregularity;
  - You are in breach of any provision of this Funding Agreement;
  - 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 make 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.
  - CDF 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;
- II. 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.
- III. CDF 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 CDF in relation to this Funding Agreement ceases to be paid or the Funding Agreement under which CDF receives its funding is terminated or suspended or CDF believe that it may be terminated or suspended.
- IV. If requested to do so by Locality and/or the DCLG under the provisions of the agreement under which CDF receives the Grant, this Funding Agreement may be terminated without notice and CDF may require immediate repayment of any Grant monies paid out to You.
- V. CDF and DCLG accept no liability or responsibility for any claim or matter howsoever arising out of any activity funded by the Grant.

## **9. Acceptance of grant**

In order to receive funding you need to:

- I. Confirm that Your group/organisation accepts the Offer of Grant and will abide by the Terms and Conditions via submission of the online form.
- II. Confirm that the Grant will not be used to fund any of the prohibited purposes as listed above in clause 2, via the submission of the online form.

- III. Provide bank details, a recent bank statement and the name of a trustee/senior representative from Your organisation who can validate these details, via the submission of the online form,

OR

Complete an agreement for bank account sharing (applicable only for Unincorporated Neighbourhood Forums or Incorporated Neighbourhood Forums who do not have a bank account) with another incorporated organisation which has agreed to receive the funds on Your behalf.

- IV. Agree to communication and monitoring in relation to Your Project to primarily be by email and online submission and accept you are aware of the possible risks involved in connection with the giving of any email instructions/information on online forms (e.g. bank details) in as much as, but not limited to CDF not being in a position to verify or being able to distinguish that such email instructions/information have not come from us. CDF are not responsible for acting on information/email instructions, which emanate or appear to emanate from Your contact email or online grantee account and shall not be liable for acting on email instructions which emanate from unauthorised use of said email account or online grantee account in any circumstances whatsoever.
- V. Please be aware that **no grant payment will be released until we receive the above information from you correctly completed** where appropriate. It is in Your interests to return this information as soon as You can. If You are unsure about any of the above then please contact the Supporting Communities in Neighbourhood Planning Grants Team at [NP@cdf.org.uk](mailto:NP@cdf.org.uk)

## **SCHEDULE I – Grant progress monitoring reporting requirements**

Monitoring of Your Project will be completed online. Once you have submitted the funding acceptance form and required documents, CDF will email you the link you need to follow to access the monitoring form, Your online account will also tell you the date Your next report is due.

Monitoring will be 3 monthly from the date at which the funding acceptance is agreed. The online monitoring form will ask the following information:

- Financial reporting of actual amount of grant spend for the period.
- Progress you are making towards Your neighbourhood plan or neighbourhood development order.
- How you are spending the money.
- Whether there are any changes to the Project or Your organisation which may affect delivery of the Project.
- How you are publicising the Project.

### **End of Project**

- You will be required to submit your End of Grant report for approval by CDF within one month of completing your Project and this will be required in order to release the final payment.
- You will be required to complete a Statement of Grant Usage confirming the final amount of grant spent. Any unspent funds will need to be returned to CDF.
- To provide CDF with invoices for all items of spend over £1000.