



Fermanagh & Omagh District Council Grant Aid Letter of Offer -Terms and Conditions

1. Documentation

The Applicant is responsible for ensuring that all appropriate insurances are in place for the duration of the proposed event/project. This should include Public liability and where appropriate Employers liability and/or Professional Indemnity. The applicant must also indemnify the Council. **These must be made available to the Council if requested.**

The Applicant is responsible for ensuring that appropriate risk assessments/permits are completed and in place prior to the event and that suitable event management protocols are in place during the proposed event. If your project/event/activity involves working with children and/or vulnerable adults a Protection of Children and Vulnerable Adults Policy should be in place that includes Access NI checks. **This must be made available to the Council if requested.**

The Applicant will be expected to maintain an adequate accounting system of all transactions relating to this project. **Please note that the Council has at its own discretion the right to carry out a verification visit at anytime to verify spend and project activity.**

Grant awards will only be paid on eligible expenditure as detailed in Letter of Offer, subject to the achievement of the project outputs/outcomes and after inspection of **all** relevant documents. Please also note that this is deficit funding and no grant will be paid where income exceeds expenditure. Relevant documents may include some or all of the following:

- a.) Claim Form (see claim pack)
- b.) Original invoices / receipts
- c.) Bank Statements*
(only required if your grant is £500 or over or if you have been selected for an audit/spot check)
- d.) Publicity - copies of publicity to include the relevant logos as per Section 6 of the Terms and Conditions
- e.) Procurement - original procurement documents as per Section 2 of the Terms and Conditions
- f.) A detailed income & expenditure account
(only required if your grant is £500 or over or if you have been selected for an audit/spot check. It must show all income and expenditure associated with the funded activity which must be signed by two office bearers. Please note the income and expenditure account is not the claim form. You are required to detail the income and expenditure on a separate sheet)
- g.) A Post Project Evaluation Form (see claim pack)

The above list is not exhaustive and the Council reserve the right to ask for further relevant documentation to support your claim

Other relevant documentation as requested by the Council

*Bank Statements: Bank statements with bank details clearly visible are accepted in the following formats:

- i). **For Claims up to and including £1,000** you must submit one of the following:
 - Original Hardcopy bank statements: or
 - A statement print out from the bank initialled and stamped by the bank: or
 - Electronic Bank Statement signed by two office bearers – provided that no one single item of expenditure is greater or equal to £500. (Please note for items over £500, an original hardcopy bank statement is required)
- ii). **For Claims of £1,000 and above** you must submit one of the following:
 - Original Hardcopy bank statement; or
 - A statement print out from the bank initialled and stamped by the bank

Please note CASH payments will be deemed ineligible. Grant awards will not be payable on these expenditure items. Payment should be made by cheque or debit/credit card only from the Group's account.

The Council also reserve the right to contact any supplier or company who has supplied a quote to verify the information provided. It is the applicant's responsibility to ensure the supplier of goods/services is made aware that invoices / quotations will be shared with the Council as part of the claims process and that the Council may contact them.

2. Procurement

Applicants must comply with the Council's procurement guidelines. It is essential that "Value for Money" is sought for the purchases of goods/services for any grant aid awarded by the Council.

Goods and services shall be procured on the basis of competitive quotation or tender as per the following guidelines: -

| <i>Estimated Values</i> | <i>Minimum Number</i> |
|--------------------------------|--|
| £1- £249 | Demonstrate Value for Money |
| £250 - £999 | 2 quotations - obtain price comparison through written/ email/internet information |
| £1,000 to £4,999* | 3 written quotations required |
| £5,000 to £9,999* | At least 4 written quotations required |
| £10,000 to £29,999* | At least 5 written quotations required |
| £30,000 and above | Public Tender in accordance with Tender Procedures |

Specifications for procuring good/services; full details of all requirements must be included but should not include brand names/manufacturer names. Council Officers are available to assist with the process.

Applicants must retain all quote information for items/services purchased. These may be required as part of the claims process.

***Exception Rule:** If the highest scored compliant quote is not being accepted or the required number of quotations have not been received, please contact a Council Officer/member as

soon as possible. Council approval is required before proceeding with the purchase of the goods/services.

Please Note: There should be no conflict of interest between the applicant and the individual/business quoting/tendering for the work or carrying out the work.

Individuals involved in the delivery of the project, that is, staff, volunteers or board members of the applicant organisation cannot benefit personally from the award of this grant. This means that they cannot be paid for the provision of goods or services from the grant.

Note: This includes immediate family members. If you are unsure you are advised to contact a member of the Funding and Investment team to get guidance so that your grant award is not at risk.

Please also note:

Tutoring / coaches : for groups/individuals using tutors or coaches for project delivery, these must be external to the organisation.

Venue Hire: Costs relating to Venue Hire, can only be considered if the group does not own or maintain their own premises.

Equipment: Funding that is received for Equipment must be retained within the group/club and must not be distributed for personal use; spot checks may be undertaken by Council officers.

3. Funding

The grant-aid awarded is based on the budgeted expenditure as per your application. Where actual expenditure is less than estimated expenditure the Council have the authority to pro-rata any grant accordingly. The grant contribution may be allocated to another expenditure item at the Council's discretion. Permission must be sought in writing for this re-allocation to occur.

In relation to the Community Services Project Development Grant please note that this award is based on total estimated expenditure as per original application form. Payment of grant will only be made up to the agreed allocation to a maximum of 75% of actual expenditure incurred.

If an applicant proceeds "at risk" with a project/event prior to the letter of offer being issued, it is the responsibility of the applicant to be aware and adhere to the Terms & Conditions of funding. Failure to comply may result in non-payment of grant or items disallowed.

Should you wish to appeal the level of grant awarded, please write to the Funding and Investment Unit, clearly outlining your reasons for appeal. The last date for receipt of appeals will be 10 working days from the date of the Letter of Offer'.

4. Retention of Documents

All financial records must be retained for a period of 7 years after the Council has made payment of the grant.

5. Inspection

Any financial accounts and records and/or equipment/materials purchased (with the exception of consumables) shall be made available to the Council and its Internal Audit function, at the Council's discretion. The same right of access will, if required, be made available to Local Government Audit. The Council at its sole discretion has the right to carry out a verification site visit at any time during the duration of the event/project.

The Council reserves the right to carry out a spot check on all documentation received from the applicant in respect of projects/events in which funding has been awarded. Please see Point 8 for further detail. It is the applicant's responsibility to ensure the supplier of goods/services is made aware that invoices / quotations will be shared with the Council as part of the claims process and that the Council may contact them.

6. Publicity

All grants must be acknowledged on all printed material associated with the project/event. The Council's logo can be obtained on the Council's website:-
<http://www.fermanaghomagh.com/residential-services/funding-and-grants-2/publicity-2/>.

In addition to the Council's logo, the following logo's should apply:

- In respect for **Festivals and Events - Large**, applicants must also include the **Department for Communities (DfC) logo** on all publicity and printed material relating to the event. **Festival organisers should forward low resolution copies of all materials to the Funding & Investment Unit of the Council for approval prior to publication:**
Email: grants@fermanaghomagh.com The logo can be obtained from the Funding & Investment Unit of the Council or the Council's website under funding and grants, publicity (when required). Please note, the Council will forward your publicity material to DfC for their approval.
- In respect of **Good Relations**, applicants must also include the **Tbuc Logo** on all publicity and printed material relating to the project/event. The logo can be obtained from the Funding & Investment Unit of the Council (when required).
- In respect of **Sports NI - Everybody Active 2020 Programme**, applicants must also include the **Sport NI Logo** on all publicity and printed material relating to the project/event.

Failure to obtain approval or use the appropriate logo may result in a financial penalty or non payment of grant. Furthermore, it should be noted that if a grant award is made and the external funding body selects your project for verification and is dissatisfied with your publicity material and as a result imposes a fine, this will result in a clawback from your organisation.

7. Photographs

For grant awards over £1,000, at least 5 images of the event must be supplied with grant claim and the Council reserves the right to use these images for promotional purposes, for example, in printed materials and/or on the Council's website/social media accounts. It is therefore necessary that all imagery supplied should carry the consent/permissions to be used by the Council in this manner. The Council have the right to ask any grant recipients to supply photographs of their event / project at anytime.

8. Withholding and Clawback of Grant

Without prejudice to any other rights of the Council under this letter, the Council shall

- (i) be under no obligation to make any payment of financial assistance to the Applicant and
- (ii) clawback all or part of any grant paid on the project, if at any time;

(a) if there are anomalies/irregularities arising out of the information provided to the Council in respect of the Grant. Applicants are advised that any materially misleading statements, (whether deliberate or accidental), given at any stage during the grant process could result in the grant award being disallowed. This includes the falsification of information, inappropriate use of funds and misinformation at any stage of the grants process. If funding has been awarded the applicant will be liable to return any money already paid out on the project in question. All cases of suspected fraud will be referred to the respective funder (if applicable) and the PSNI; or

(b) the Applicant is in breach of any of its obligations under this letter, any of the specific conditions attaching to the grant as specified are not satisfied or an event of default occurs. Default may be defined as follows;

- i) there is a material change in the nature, implementation, scale, costs or timing of the funded activity such that it no longer complies with the description set out in this letter of offer and any amendments that may have been agreed subsequently; or
- ii) there is unsatisfactory progress towards completing the funded activity; defined as a failure to meet the aims or objectives; or
- iii) any of the information provided in the Applicant forecasts or in supporting or subsequent correspondence is found to be substantially incorrect or incomplete; or
- iv) the applicant receives grants from other funders or any other public authority towards costs funded by this Letter of Offer, unless the grant was explicitly taken into account in making this offer; or

(c) in the opinion of the Council, the programme has been abandoned or ceased or is not being pursued in a satisfactory manner. This may be defined as follows;

- i) being an incorporated body passes a resolution that it should be wound up, is ordered by the High Court to be wound up, has an administrator appointed by order of the Court, has an administrative receiver appointed, or being a company is struck from the register at Companies House.

Failure to inform the Council of any changes may result in the termination of grant and we may clawback full or part of the grant paid. Clawback of grants is enforceable for up to a period of 7 years. Grant will be paid on a deficit funding basis to the value of the agreed grant. No grant will be paid where the income exceeds expenditure.

Fermanagh and Omagh District Council is committed to carrying out business fairly, honestly and openly and has a zero tolerance towards fraud, bribery and corruption. Fermanagh and Omagh District Council expects full compliance with the requirements of both the Fraud and Corruption Policy and Bribery Act 2010 from Groups or Individuals applying for, or in receipt, of grant aid. This is also relevant to Councillors, Employees, Agents, Partners and Suppliers involved in your project/event. Fermanagh and Omagh District Council is committed to

developing, implementing and maintaining effective procedures and controls to prevent any occurrence of fraud and corruption. The Fraud and Corruption Policy can be found on the Fermanagh and Omagh District website at <https://www.fermanaghomagh.com/fraud-corruption-policy-reviewed-may-2018/>.

Should Groups or Individuals be found to be in breach of the requirements of their grant at any stage in the process, Council reserves the right to exclude you from future grant processes.

9. Monitoring

The Applicant shall provide all information required by the Council and in such form as may be required to monitor the rate of implementation of the project/programme and to assess its effect in relation to its objectives. A **Post-Project Evaluation Form** (attached in Claim Pack) should be submitted with your claim form detailing the outputs of the event.

10. Equality of Opportunity

In accordance with Section 75 of the Northern Ireland Act 1998, the Applicant shall have due regard to the need to promote equality of opportunity: -

- between persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation;
- between men and women generally;
- between persons with a disability and person without; and
- between persons with dependants and persons without.

In addition, without prejudice to its obligations above, the Applicant, in carrying out its functions relating to Northern Ireland, should, where possible, have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

The Applicant will need to ensure appropriate systems are in place to monitor the impact of the project/programme in equality terms.

11. General Data Protection Regulations

Under the Data Protection Act, Fermanagh and Omagh District Council has a legal duty to protect any information we collect about you. The information which you give us will be used exclusively for providing you with the information or service which you have requested. The information will be shared with the Community, Health and Leisure Directorate within the Council who are responsible for assessing your application and if possible, assisting your group with the project.

Please note, if the Council have been awarded external funding towards this programme, the Council will be required to share the information provided in your application form, your claim pack and any other documentation you supply that is relevant to your application with the external funder. Please see application for details of the name of the external funder. Please note not all grant streams are externally funded. Summary details of information relevant to your application will be made available through a report to a Council meeting. Such reports are available for public viewing. Details of your grant request may also be included on the Government Funded Database which is also available for the public to access.

12. Amendments to this Letter

No amendment or variation to the terms of this letter or its appendices will be effective unless agreed in writing by the Council. Please notify us as soon as possible if your funded activity changes in any way (event date, location or format), and we will write to you to tell you how we will treat the changes.

13. State Aid

Please note as you are a recipient of State Aid it is up to you to satisfy yourself that you are not in breach of State Aid rules as set out in Articles 107 and 108 of the Treaty on the Functioning of European Union to de minimus aid. There may be a requirement to notify this aid to the European Commission. If you are accepting this aid under the de minimus exception you must be satisfied the aggregate amount of aid received by your group over a three-year rolling period does not exceed €200,000.00.

For your information State Aid is defined under Article 107 (1) of the Treaty on the Functioning of European Union to de minimus aid as:

"Save as otherwise provided in this Treaty, any aid granted by a Member State, or through State resources in any form whatsoever, which distorts, or threatens to distort competition, by favouring certain undertakings or production of certain goods, shall, in so far as it affects trade between Member States, be incompatible with the common market."

Please note that Fermanagh & Omagh District Council may notify the Commission of this funding award and also that Fermanagh & Omagh District Council records grant awards and payments on the Government Funded Database.