

Capital Grant Aid 2019/20 - 2020/21 Letter of Offer - Terms and Conditions

Please note; the following clauses are the general terms and conditions in relation to Capital Grant Aid. Should your application be successful, additional clauses/requirements may be included depending on the nature/scale of your project and grant awarded.

1. Documentation

The applicant is responsible for checking with their insurance company that all appropriate insurances are in place for the duration of the project. Minimum requirements are:

- £1m Public Liability increasing to £10m if capital works are being completed.
- Groups must contact their insurance provider for confirmation of the appropriate levels of insurance required for the project.
- £10m Employers Liability if applicable.
 - Professional Indemnity – where utilising professional or design advice for example; architect, solicitors, engineers, consultants etc. then the suggested minimum requirement for these third parties to have in place is £2m.

The Applicant will be responsible for ensuring that all relevant third-party insurances are in place for the duration of the project. Proof of all third-party insurance must be provided on request.

The Applicant shall also indemnify Fermanagh and Omagh District Council for all actions, proceedings, costs, claims, demands, damages, losses and liabilities whatsoever and howsoever arising as a result of the project, and or in, the course of the use of the Council's land or property.

The Applicant is responsible for ensuring that appropriate risk assessments have been completed before the project commences and will insure the property to such standard and in relation to such risks as is reasonable and appropriate in all of the relevant circumstances.

The Applicant is responsible for ensuring that all appropriate policies are in place. These 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.

Grant awards will only be paid on eligible expenditure subject to the achievement of the project outputs/outcomes and after inspection of **all** relevant documents.

Please note: Where the value of the grant is being used as a match funding amount, then the lead funder's procurement will take precedence so long as it is of at least equal equivalence to the Council's. Submission of a tender summary report will be required to support the claim process.

For all other instances, the following are to be observed:

Relevant documents include:

1. **Claim Form** – Claims for payment must be made on the claim form (included in Claim pack. **Individual claims for expenditure should be for no less than £5,000, (except if funding awarded is for a lesser amount)**
2. **Procurement Documentation** -this includes specifications, advertisements (if applicable), completed scoring matrix/tender summary form, original quotations/tenders submitted (Please see Procurement Guidance for further details)
3. **Bank Automated Clearing System, BACS Form** – payment will be paid into the nominated Bank Account
4. **Completed VAT Declaration Form**
5. **Original invoices and bank statements***
6. **Copy of Building Control Completion certificate (if applicable)**
7. **Evidence of Outputs and Specific Requirements** (As outlined in your Letter of Offer)
8. **A Post-Project Evaluation Form** (see Appendix 1).
9. **Five Photographs of Project.**
10. **Press Clippings** (if applicable).
11. **Copy of adequate Public Liability insurance for completed project**
12. **Other relevant documentation** as requested by the Council.

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

following formats:

- Original Hardcopy bank statement; or
- A statement print out from the bank initialled and stamped by the bank.

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.

Please note – A Council Officer will undertake a site visit to verify completion of the project prior to any grant payment.

2. Procurement

It is essential that “Value for Money” is sought for the purchases of goods/services for any grant aid awarded by the Council.

All 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>
Up to £999	2 quotes required
£1,000 to £9,999*	3 written quotations required
£10,000 to £29,999*	4 written quotations required

***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 staff member as soon as possible.

£30,000 and above **Public Tender** in accordance with Tender Procedures

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.

You are required to liaise with a Fermanagh and Omagh District Council Officer to agree each stage of the procurement process and to confirm that all guidelines are adhered to. Failure to comply with Procurement Guidelines (where applicable) will result in non-payment of grant.

Please refer to Procurement Guidelines enclosed for further details.

3. Fraud and Corruption

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.

4. 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.

Confirmation of other funding must be provided to the Council prior to the commencement of any work. This should include any letters of offer from other funding bodies, as well as confirmation of community funding.

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.

Please Note: The grant offered is from a limited fund; groups are encouraged to contact the Funding and Investment Unit as soon as possible if they do not wish to proceed with their proposed project.

For the duration of the Capital project, the Council's contribution must be clearly identifiable within your annual financial statements; a copy of which must be forwarded to the Council within six months of your financial year-end.

Applicants must complete the VAT declaration form enclosed and return with your Grant Aid Claim.

Your letter of offer will outline the project completion date and claim for by date for your project.

Please note: This funding programme will cease on 31 March 2021 all projects **must be finalised before this date.**

5. Project Requirements

Prior to commencing any works to your property, you must have secured to the Council's satisfaction all necessary Planning Permissions, Building Control approvals and other statutory approvals. **Documentary evidence of these approvals must be forwarded to the Council in advance of any work commencing.**

You will retain the property in your ownership and possession and will not sell or otherwise encumber the property or any interest therein, within a 10-year period, without the prior

consent of the Council whose approval may be subject to a clawback of the funding provided on a pro-rata basis.

Confirmation of legal title must be provided in advance of any funds being released.

5. Health and Safety

Fermanagh & Omagh District Council has a legal duty to ensure that events/projects/programmes run by the Council adhere to the Health and Safety at Work (NI) Order 1978. Where a group is in receipt of funding from the Council, the following condition will apply;

- Where the Council provides funding to an individual or organisation for works not on property or premises owned by the Council, the health and safety responsibilities under the Health and Safety at Work (NI) Order 1978 will rest with the individual or organisation and not with the Council. The organisers also have a responsibility to ensure that all appropriate health and safety issues and concerns, together with all necessary risk assessments have been dealt with.

6. Retention of Documents

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

7. Inspection

Any financial accounts and records and/or equipment/materials purchased 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 visit at any time during the duration of the project.

8. Publicity

The Fermanagh and Omagh District Council financial contribution must be acknowledged in all printed and electronic material associated with the project, where appropriate. This includes acknowledgement in the annual reports and accounts. The Council logo should be included and where possible, the strapline 'this project is part-funded by Fermanagh and Omagh District Council'. Please see the 'Guidance Note on Information and Publicity' document on the Funding and Grants page of the Council website (www.fermanaghomagh.com) for further guidance.

In addition, you will be required to display either a plaque or sticker supplied by Fermanagh & Omagh District Council, acknowledging its contribution to the project (if appropriate). This acknowledgement must be appropriately displayed.

Fermanagh and Omagh District Council should receive an invitation to any official ceremony regarding the commencement or conclusion of work on the project. Fermanagh and Omagh District Council reserves the right to include your project on its promotional literature or on itineraries when hosting delegations on visits to the district.

9. Photographs

The Council should be supplied with at least 5 images of the project and will require 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 necessary consent/permissions to be used by the Council in this manner.

10. 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) 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 project 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 project; 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

- (b) in the opinion of the Council, the project 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.**

11. 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 and to assess its effect in relation to its objectives. A **Post-Project Evaluation Form** (Appendix 1) should be submitted with your claim form detailing the outputs of the project.

12. 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 persons 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 in equality terms.

13. Data Protection and Freedom of Information

Data Protection

Under the Data Protection Act, Fermanagh and Omagh District Council has a legal duty to protect any information we collect about you. The information you provide to us in relation to this Letter of Offer will be used for the purpose of the Letter of Offer and shared with internal Council Departments where appropriate, specifically, Regeneration and Planning, Corporate Services and Governance, Policy & Strategic Services, Community Health and Leisure and Environment and Place. Summary details of information relevant to the award of funding may also be made available in a publicly accessible database of funding, however this will not include any personal information.

Freedom of Information

Applicants should be aware that the information provided in respect of their application could be disclosed in response to a request under the Freedom of Information Act 2000. Should you consider that any of the information supplied is confidential in nature, this should be highlighted and the reasons for its sensitivity specified.

In such cases the relevant material will, in response to Freedom of Information requests, be examined in light of the exemptions provided for in the Freedom of Information Act.

14. 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 project changes in any way, and we will write to you to tell you how we will treat the changes.

15. 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 you 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 and Omagh District Council may notify the Commission of this funding award".