

## 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 project and that suitable management protocols are in place during the proposed project.

If applicable;

If your project 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\*\*
- d.) Publicity - if applicable, FODC logo to be included on all publicity material, 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 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.

\*You will only be required to submit original invoices/receipts and bank statements if your project has been selected for audit. (Please refer to Letter of Offer to confirm if your group has been selected for audit).

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

- i). **For Claims up to and including £500** 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)

**Please Note: organisations must not pay for any goods or services by CASH.**

Payment should only be made by cheque or debit/credit card from the Group's account.

## 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 from relevant experienced and bona fide suppliers as per the following guidelines:**

Estimated Values	Evidence Required
Up to £999	Undertake Price Comparison (Value for Money)
£1,000 to £2,999	<b>At least 2 quotations:</b> obtain price comparison through written/ email/internet information based on a detailed specification

The Council reserves the right to request evidence relating to value for money.

If your procurement is over £2,999 please contact the Grants Team for further information.

**Failure to comply with Council Procurement guidelines will result in a penalty or non-payment of grant.**

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.

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.

**\*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 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.** This includes immediate family members. If you are unsure you are advised to contact a member of the Grants Team to get guidance so that your grant award is not at risk.

**Tutors/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 lease their own premises.

**Equipment:** Equipment that has received funding 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.

If an applicant proceeds "at risk" with a project 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 Grants Team, 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 project.

The Council reserves the right to carry out a spot check on all documentation received from the applicant in respect of projects in which funding has been awarded. 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. The Council's logo can be obtained on the Council's website:-

<https://www.fermanaghomagh.com/services/sponsorship-grants-bursaries/grant-aid/publicity-2/>

## **7. 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 Grant recipient and
  - (ii) clawback all or part of any grant paid on the project, if at any time;
- (a) there are anomalies/irregularities arising out of the information provided to the Council in respect of the Grant. Grant recipients are advised that any materially misleading statements, (whether deliberate or accidental), given at any stage during the grant process may 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 Grant recipient 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 Grant recipient 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 so that it no longer complies with the description included 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 grant recipient forecasts or in supporting or subsequent correspondence is found to be substantially incorrect or incomplete; or
  - iv) the grant recipient 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 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 unless otherwise specified.

## **8. Fraud & 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. 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/app/uploads/2020/07/Fraud-Corruption-Policy-September-2021-final-1.pdf>

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.

**All cases of attempted or suspected fraud will be reported to appropriate authorities, including the Northern Ireland Audit Office, PSNI and any other relevant funding body (if applicable).**

## **9. Monitoring & Evaluation**

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** (included in Claim Pack) should be submitted with your claim form detailing the outputs of the project.

## **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 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/programme in equality terms.

## **11. General Data Protection Regulation & Freedom of Information**

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.

Grant recipients 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.

## **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 (project 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 by the European Union regarding de minimis aid. There may be a requirement to notify this aid to the European Commission. If you are accepting this aid under the de minimis exception, you must be satisfied the de minimis 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 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."

In order to comply with this condition, the grant recipient should advise Fermanagh and Omagh District Council of all de minimis grant aid received (from any public body in the past 3 years) when accepting the Letter of Offer and these terms and conditions by email to: [grants@fermanaghomagh.com](mailto:grants@fermanaghomagh.com)

**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.