

Giles Baxter
Clifton Hampden and Burcot Parish Council
6 Greystones Court, Kidlington, , OX5 1AR Oxfordshire

Oxfordshire
OX5 1AR

24/02/2021

NP Grant Ref: NPG-11377

Dear Giles Baxter

OFFER OF GRANT – Neighbourhood Planning

Congratulations! On behalf of the Neighbourhood Planning Programme, funded by the Ministry of Housing, Communities and Local Government, we are pleased to offer **Clifton Hampden and Burcot Parish Council** a grant of up to a maximum of **£97,833.00** (the “grant”). This grant is specifically for the purpose of the ‘**Project**’, the details of which were outlined in the application form you submitted to Locality. 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 make a payment, you will need to accept our Grant Offer, Terms and Conditions (Appendix A) and read our Privacy Information Statement (Appendix B). You will be able to accept the grant (as well as completing our Grant Recipient Due Diligence Process and providing organisational bank details) through our secure web portal for Groundwork UK’s Programme Management System ‘GIFTS’. Please follow one of the grant acceptance process below based on whether you are a first time grantee (1) or a returning grantee (2).

1. If this is your first Neighbourhood Planning Grant from Groundwork UK:

You should receive an email today from mail@grantapplication.com with your account details and instructions on how to generate a temporary password. Click on the link in that email to access your account and follow the instructions on how to access the account for the first time, including generating and changing your password. Once you have successfully changed your password and logged in to the system you can start to complete the due diligence form by clicking on the grey tab titled “Requirement Form”. You then need to click on the form name “Neighbourhood Planning – Grant Acceptance Form” this will open up a separate window to complete the due diligence form. Here you will be prompted to provide some additional information and upload various documents to accept the grant offer and complete our due diligence process. 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.

2. If you've had a previous Neighbourhood Planning Grant from Groundwork UK:

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 [REDACTED]. 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". You then need to click on the form name "Neighbourhood Planning – Grant Acceptance Form (Additional Grants)" this will open up a separate window to complete the due diligence form. Here you will be prompted to provide some additional information and upload various documents to accept the grant offer and complete our due diligence process. 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 and 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:

16/04/2020

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

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. Ordinarily only invoices over £1,000 will need to be provided to us at the point that you submit your end of grant report, however please note that you are required to keep all evidence of spend of the grant in case of a full audit. We will contact you with further details on this process.

If you have any queries regarding this letter, please email neighbourhoodplanning@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
Appendix B – Privacy Information

Schedule 1 – Details of Award

Special conditions attached to your grant and comments from the awarding grants 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 the 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 £550 per day excluding VAT and reasonable expenses.
- Eligible expenditure consists of activities carried out by You during the Funding Period for the purposes of the Project. The **Grant Funding period start date is 26/03/2020** and ends with the **Grant Funding period end date of: 23/03/2021**. No activities should take place outside of this period without prior written agreement from Groundwork UK.
- You must spend Your Grant by the end of the Grant Funding Period. 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 Ministry of Housing, Communities and Local Government. You cannot retain the underspend across financial years.
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Approved Grant Budget

Item	Amount
Woodfield Brady: Masterplanning and design work	£46,781
Oxford Archaeology: Archaeological assessment	£1,580
BSG Ecology: Ecology assessment	£1,200
Glanville: Topographical Surveys of both sites:	£12,575
Ground Investigation Services: Geotechnical and environmental	£6,557
Asset Heritage Consulting	£2,750
Adams Habermehl Landscape Architects	£6,790
Strutt and Parker: Planning Consultant	£18,000
Venners Arboriculture: Assessment	£1,600

of trees, tree survey report,	
	£0
Total	£97,833

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 MHCLG

'MHCLG' refers to the Ministry of Housing, 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 2020 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 submitted to the Locality Neighbourhood Planning Team

'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 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 activities that are to be carried out by You during the 'Grant 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 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 any promotional material which seeks to influence potential voters
- d) for goods or services that You have a statutory duty to provide;
- e) expenditure reimbursed or to be reimbursed by other public or private sector grants;
- f) contributions in kind (a contribution in goods or services as opposed to money);
- g) depreciation, amortisation or impairment of Fixed Assets owned by You;
- h) interest payments (including service charge payments for finance leases);
- i) gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- j) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- k) statutory fines, criminal fines or penalties.
- l) spend incurred before the issue of this funding agreement unless agreed in writing by Groundwork UK
- m) any general administration costs, such as arranging and minuting steering group meetings
- n) funding salaried posts or compensating for loss of earnings, this includes paying additional hours for an existing member of staff and / or employing someone on a casual or freelance basis at an agreed hourly rate. The only exception to this is where you are engaging a planning consultant, or someone to deliver specialist, technical support, on an hourly basis, although even in these circumstances you may prefer to get a fixed price quote for the work to be undertaken
- o) the acquisition or improvement of fixed assets/Capital Items by You (e.g. buildings, vehicles, furniture, office equipment, computers, photocopiers, etc.)
- p) paying for volunteer time, however reimbursement of reasonable out of pocket expenses is eligible
- q) any other activity which is not directly associated with developing the Neighbourhood Plan or Neighbourhood Development Order
- r) general contingency for unknown costs or cost overruns.

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 will not be able to have further grant applications approved until the returned grant has been received.

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 Ministry of Housing, 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 Groundwork UK is required by MHCLG to carry out robust and transparent checks on at least 5% of the Groups that are in receipt of grant funding on an annual basis. You must co-operate with requests from Groundwork UK to carry out a full financial audit. Information requested may include (but will not be limited to):

- Further bank statements
- A copy of the latest audited accounts
- Verification of the bank account details by the bank
- Receipts and invoices of under £1,000
- Potential for audit visits

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 seven 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 seven years following the end of the project.

4. Grant variations

4.1 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.

4.2 You must spend Your Grant by the end of the Grant Funding Period. 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 Ministry of Housing, Communities and Local Government.

4.3 If there are significant changes; variation between approved budget headings over £500 or new items not approved by Locality when your application was reviewed by their grant panel, to Your budget during Your Project, You must complete the Project Change 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. Groundwork UK will liaise with Locality on all significant budget change requests.

5. UK Legislation

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

5.2 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.

5.3 You must comply with the General Data Protection Regulations (GDPR) and keep personal details of any clients, volunteers, staff and committee members secure and confidential.

5.4 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.

5.5 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.

5.6 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.

5.7 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).

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

6. Your obligations

In undertaking this Project you must:

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

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

6.3 Allow any relevant Project information, know-how, system or process learned from or created in operating the Project to be disseminated by MHCLG 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.

6.4 Agree to assist and cooperate to enable Groundwork UK or MHCLG 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.

7. Breach of conditions and recovery of grant

7.1 If You fail to comply with any of the Terms and Conditions, or if any of the events mentioned in sub-clause 7.2 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.

7.2 The events referred to in sub-clause 7.1 are as follows:

a) You fail, in the opinion of Groundwork UK, Locality or MHCLG, 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 MHCLG under an offer of grant for any other project or activities under any scheme or programme administered by MHCLG 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 MHCLG 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 MHCLG 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;

7.3 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 MHCLG.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 If requested to do so by MHCLG 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.

Appendix B - Neighbourhood Planning Grant

Privacy Information

Who we are

Groundwork UK is the data processor (ICO registration number Z6601182) for personal data about Neighbourhood Planning approved grantees.

We do not trade personal data for commercial purposes and will only disclose it if required by law, necessary to administer your grant, or with your consent.

Groundwork UK uses GIFTS grant management system to store your personal data in order for us to administer your grant. GIFTS data is hosted on Microsoft Azure servers within the EU.

Details of our processing

We believe that for the purpose of administering your grant, processing is justified on the basis of a Contract (Grant Agreement); except for sending email marketing about Groundwork UK's other activities which we carry out on the basis of consent. Our reasoning for this is outlined below.

Grantees

We process grantees personal data for the following purposes:

1. Administration of grant (grant due diligence, grant payments, grant variations, grant monitoring, and end of grant reporting) Information we hold includes:
 - Your name, contact details, grants organisation information and grant organisation payment information.

Your information will be shared with MHCLG (the funding body) and Locality (the organisation to whom you submitted your expression of interest and application) for monitoring purposes.

We need to keep the details of financial transactions for 7 years, in the event of a tax or banking enquiry.

2. Sending our email newsletter (including potential sources of future funding and information on other areas of Groundwork's charitable work) we will only send out this if you have provided consent during your online grant acceptance process.

When your grant is complete, Groundwork UK will keep your contact details if you have consented to our email newsletter. We will review your interaction with our newsletter, and may ask you to reconfirm consent periodically, likely every 2 years.

You have the right to withdraw your consent at any time either by clicking the "unsubscribe" button or contact us directly by one of the following methods:

Email: info@groundwork.org.uk

Phone: 0121 236 8565

Post: Groundwork UK, Lockside, 5 Scotland Street, Birmingham, B1 2RR

