

East Devon National Landscape Communities Project Fund Terms and Conditions

The following conditions apply to all offers by the East Devon National Landscape Partnership under the East Devon National Landscape Communities Project Fund (CPF).

General

- 1 The conditions set out below are applicable to all offers of grant for the work covered by the offer, unless expressly deleted or varied in the formal offer to the applicant.
- 2 The offer of grant is made on the understanding that no grant will be paid for any work carried out, or services provided, prior to the acceptance of the offer in writing, and that the applicant will at all times use his or her best endeavours to operate the facilities or services to be provided in accordance with the purposes set out in the letter offering grant aid.
- 3 The grant will be payable on completion of the proposed project, following submission of a claim form and supporting information.
- 4 The offer of grant is made based on an agreed percentage of overall costs to a maximum sum. Any changes to the proposal which would alter these figures must be discussed in person with a member of the NL team beforehand. Applicants are therefore strongly advised to discuss any proposed changes to their approved application before they occur or as soon as they become aware of them. Failure to do so may result in the grant being withdrawn or a reduced sum being offered.
- 5 The East Devon NL Partnership (EDNLP) will be free to refer to grants offered, either generally or for specific projects, in its publicity material.
- 6 The East Devon NL CPF panel will seek to encourage the highest possible quality and well-planned projects that offer value for money. It is also mindful of the need to seek to reward innovation and sustainability. The following conditions will therefore apply to all proposals for this financial year.
 - An individual project ceiling of £4,000 will be placed on the fund. Consideration of applications in excess of this amount will be at the discretion of the Panel.
 - All projects will need to make a minimum cash contribution of 10% to the total costs of their proposal .
 - The maximum grant is 60 % of the total project costs.
 - The balance of project costs can be made up of an in-kind contribution or cash from other sources.
 - It is expected that written quotes will be provided for any individual project costs in excess of £1,000. Three written quotes are required for individual project costs in excess of £5,000.
 - In kind contributions will be calculated in line with National Lottery Heritage Fund guidelines. In kind contributions are currently valued at £10/hr for unskilled help, £20/hr for skilled help and £50/hr for professional support.
 - Planning permission should normally be secured for schemes in advance of requesting CPF in order to ensure a commitment to delivery.

- Where planning permission is not already secured the Panel may consider making a grant offer conditional on securing planning permission or alternatively by staging payments, whichever is deemed suitable.

Acceptance and start

7 The offer must be accepted in writing **within 14 days** of the date of the offer letter. If the acceptance is not received within that time, the offer will lapse. The project must start by the date agreed by East Devon NL Partnership as detailed in the applicant's application form.

Grants or Loans from Other Public Bodies

8 The offer of grant is made on the understanding that, in the course of making application, the applicant will have disclosed to the EDNLP any financial contributions received or expected for the same purpose from any other body financed from public funds, for example, Natural England, Sport England Council, Forestry Commission, English Heritage, DEFRA, Tourist Boards and local authorities, or from the European Union. **(Please note this list is not exhaustive)**. Insofar as any such contributions may not have been disclosed prior to the EDNLP offer, the EDNLP may vary or cancel its offer to take account of them.

Subsidy Control

9 For enterprises only (this can be any organisations that acts commercially), particularly where there is the potential for international competition: this grant could be considered a subsidy and a record of the amount, intervention rate, purpose and date of award should be kept in case you are required to submit records. We will include a record of subsidies we have offered as part of our annual submission to Defra. Further details on what counts as a subsidy can be found here:

<https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities/technical-guidance-on-the-uks-international-subsidy-control-commitments>

Assets

10 No assets acquired with the grant are to be written off, disposed of, or put to a different purpose than that for which the grant was paid as detailed in the offer letter, without the prior agreement in writing of EDNLP.

11 Proceeds amounting to the value of grant, from the disposal of assets acquired or improved with the grant are to be returned to EDNLP unless otherwise agreed.

Acknowledgement

12 All applicants are required to include the CPF logo and refer to the CPF funding contribution in all press releases, news items, interpretation materials and publications.

Standard of Works, Services and Facilities

13 All facilities and services grant aided by the Communities Project Fund shall conform to the plans and specifications or other particulars submitted to the EDNLP and approved by it.

14 Applicants will be expected to demonstrate that they have secured value for money in any products or services used in their projects, if necessary through the production of quotes or estimates.

15 The applicant shall always ensure that works and activities covered by the offer of grant aid conform to the relevant statutory obligations, bylaws, planning consents, building regulations and insurances.

Maintenance/Replacement

16 Applicants must monitor the success of the project and provide a final report with photographs and any reports produced as part of their project at the time of their claim. This report must satisfy us that the work has been completed successfully.

17 During this period the applicant shall be responsible for restoring or replacing any items that may be damaged or lost through fire, theft, accident, storm, flood, tempest, drought or grazing animals or through malicious damage. If an applicant is not in a financial position to honour this condition, adequate insurance must be taken out or, alternatively, an acceptable guarantor named.

Indemnity

18 The applicant shall be responsible for meeting any claims against him or her, or against the EDNLP, arising out of the grant aided items or services because of negligence or public liability. Evidence of adequate and up to date insurance may be requested as part of grant applications.

Inspection

19 Any person authorised by the EDNLP or on their behalf shall be entitled at all reasonable times to enter and inspect the work for the purpose of ascertaining that the terms and conditions of the offer are being complied with and the applicant shall provide as required any relevant books, documents, records and audited accounts.

Arbitration

20 Any dispute about the interpretation of these conditions shall be referred to the arbitration of a person to be agreed between the parties or, failing agreement within 28 days after either party has given to the other a written request or concur in the appointment of an arbitrator, a person to be nominated at the request at either party by the President of the Royal Institution of Chartered Surveyors. This decision will be binding.

Claims

21 The CPF can only be offered for projects that can be completed within the same financial year as the offer i.e., between April and the following March. Therefore, all claims and relevant invoice/expenditure details for CPF must be submitted by the date stated in the offer of grant letter for the current financial year in order to secure full payment.

22 In special circumstances and at the discretion of the CPF Panel, it may be possible to consider staged payments to certain organisations where it is difficult for them to finance a large project.

Breach of Conditions

23 In the event of a breach of these conditions, the EDNLP may declare the offer to be void, or may vary the amount of grant to be paid or, where the grant or a portion of it has been paid, may require the amount paid to be repaid in full or in part with interest at the rate then currently specified by the Treasury for debts owing to Government Departments.

Appeals

24. Applicants can only query a funding decision if they think that the Grant Panel has:

- made a mistake with the application
- made a processing error
- got the law wrong

Applicants must set out the reason for their appeal under one (or more) of these 3 criteria.

Information on how to appeal should be included in the written decision from the panel as a matter of course.

Applicants should be provided with the following advice for making an appeal:

- An appeal must be made within 10 working days of receiving your application decision
- The AONB will aim to communicate with you about your appeal within 15 working days from when you submitted your appeal.

Complaints

25. Complaints should be directed to the EDNL Partnership.

- The EDNL Partnership will aim to communicate with you about your complaint within 15 working days from when you submitted your complaint, although if the matter is complex this may need to be extended, within a reasonable period, after explaining to why.

All Protected Landscapes fall under the jurisdiction of the independent Local Government and Social Care Ombudsman which is the final stage for complaints about the local authorities (i.e. protected landscapes).

Images, Data Protection & Privacy Notice

26. The East Devon NL Partnership reserves the right to include information about your project in its own promotional material relating to the CPF. Material and photographs from your final report may be used in the EDNL Partnership's report to DEFRA and other publications and website. No personal data will be included apart from any photos you have submitted to us. If you are running an event or activity, please notify participants either in advance or with a simple sign at the event that photos will be taken and may be used in this way, giving the option for participants to opt out of photos. If you photograph young people, please use a model consent form.

The [privacy notice](#) is also detailed in the CPF application form.