**CANNOCK CHASE AREA OF OUTSTANDING NATURAL BEAUTY**

**Sustainable Development Fund (SDF)**

**Terms and Conditions**

The following terms and conditions apply to all offers by the Cannock Chase AONB Partnership under the Sustainable Development Fund and will form part of the formal grant offer.

**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 AONB Partnership’s decisions in respect of funding applications are final and the AONB Partnership is not obliged to give reasons for its decisions (although these would not be withheld unreasonably).

3. The offer is made on the understanding that no work is carried out on the project, or services provided, until a grant offer with accompanying terms and conditions has been made by the AONB Partnership and accepted.

4. The AONB Partnership is free to refer to grants offered, either generally or for specific projects in its publicity material. The AONB Partnership also reserves the right to use any material submitted for publicity purposes.

5. It is the applicant’s responsibility to ensure that works covered in the grant offer letter are carried out at all times in accordance with good practice and that you comply with all relevant statutory obligations, byelaws, planning consents and building regulations.

**Payment**

6. Grant payment is administered by Staffordshire County Council on behalf of the Cannock Chase AONB Partnership.

7. The grant will be paid on completion of the works or provision of the service to the satisfaction of the AONB Partnership.

8. The Grant claim form received with the Applicant’s offer letter will need to be completed and returned to the AONB Partnership by no later than the end of the financial year in which the project was funded. Receipted invoices will be required as detailed in the grant offer letter or agreed in writing subsequently with the applicant together with any photographs, evidence etc. Phased payments may be considered in exceptional circumstances on receipt of a written request.

9. Payment of any final instalment of grant is conditional upon satisfactory completion of the project and this will be evaluated by representatives of the AONB Partnership against the information provided in the Application Form and any subsequent revisions agreed in writing. This may include visits at reasonable times to the project/award recipients to examine paperwork and achievements provided by the applicant as required. The Partnership reserves the right to recover all or part of any grant award if the aims and objectives of the project are not fully met and/or if funds remain unspent.

10. The applicant shall maintain proper accounting records to ensure all monies received and paid through the grant can be identified and traced. Claims for payment of grant must be supported by evidence of costs incurred and in the event the costs are lower than those set out in the application, and agreed or revised in the grant offer letter, only the costs actually incurred will be paid.

11. Payment will be made by BACS, following a site visit or inspection of evidence provided to ensure project work is complete and to the required standard. Final project payments will be made in July following completion of the project, but interim payments may be arranged following prior discussion with the AONB Partnership.

**Acceptance and Start**

12. The grant offer must be accepted in writing within one month of the date of the offer letter. If acceptance is not received in that time, the offer will lapse unless it is agreed in writing to the contrary. The project must start by the date agreed by the AONB Partnership and must be completed by the end of the financial year that the offer was made.

**Grants or Loans from Other Public Bodies**

13. The grant offer is made on the understanding that, in the course of making an application, the applicant will have disclosed to the Partnership any financial contributions received or expected for the same purpose from any other body financed from public funds (for example Natural England, the Forestry Commission and DEFRA etc.) and will supply evidence that all funds to support the work are available and committed.

**Assets**

14. 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 AONB Partnership for a period of 5 years following the final payment of grant or the opening date of the project, whichever is the later.

15. The AONB Partnership will be entitled to receive repayment of the grant from the proceeds arising from the disposal of assets acquired or improved with the grant unless otherwise agreed; for a period of 5 years following the final payment of grant or the opening date of the project, whichever is the later.

16. If the Applicant disposes of any assets acquired or improved with the Grant he/she shall secure the successor in title’s agreement to abide by these Terms and Conditions.

**Acknowledgement**

17. The applicant shall, in agreement with the AONB Partnership, acknowledge the Sustainable Development Fund contribution in an appropriate way in all publicity. Where it is decided that material is to be published or produced, a draft shall be submitted to the AONB Partnership for prior approval.

18. The Cannock Chase AONB Partnership and its Sustainable Development Fund must be acknowledged in press releases and by using the Cannock Chase AONB Partnership logo on all publicity material.

**Standard of Works, Services and Facilities**

19. All facilities and services grant aided by the Sustainable Development Fund shall conform to the plans and specifications or other particulars submitted to the AONB Partnership and approved by it.

20. 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.

21. The applicant shall ensure at all times that works and activities covered by the offer of grant aid conform to the relevant statutory obligations, bylaws, planning consents and building regulations; and that the consent of the Landlord/Owner of any assets or property which form part of the project have been obtained in writing.

22. Where contracted work is required, the applicant must provide THREE quotes from independent contractors. If the applicant wishes to use his/her own labour/machinery then he/ she may submit a ‘lower quotation’ in addition to the three independent quotes.

**Variation and Review**

23. Any Grant awarded must be used for the purposes specified in the grant offer letter. If it appears that changes will be required to the works or the approved estimated cost of the works the Applicant shall immediately submit written details to the AONB Partnership for prior approval before implementation.

24. If it appears likely that under the terms of the Grant, the Applicant will not be eligible to claim the total amount of Grant offered by the AONB Partnership, the Applicant shall immediately inform the Partnership in writing.

**Monitoring and Evaluation**

25. The AONB Partnership will monitor the progress of projects and may, if required, carry out site inspections. If this monitoring highlights difficulties with the project there may be the need for discussion and negotiation. It is the desired intention to help all projects reach a satisfactory conclusion, but the AONB Partnership and SDF Grant Panel will need to safeguard the wise and legitimate use of the Fund.

26. The applicant must monitor the success of the project and submit a completion report with photographs to the AONB Partnership together with at least two copies of any reports which are produced with the Grant at the end of the project. The completion report must satisfy the AONB Partnership that the work has been completed successfully.

27. There is a national monitoring programme to oversee the working of the Sustainable Development Fund. All projects supported must be ready to provide relevant information and access to the National Monitoring Team if asked to do so. Award of a grant will generally include a requirement to provide a description, lessons learned, good practice and (where appropriate) images from each project, so that a project bank of the most successful schemes can be developed and promoted.

28. Additionally it may include:

* Project leaders being required to share lessons learned and good practice from their projects. This process will be facilitated by the AONB Unit.
* Recording of basic information about each project.
* Assessing the performance and impact of each project.
* Ensuring the information collated above is easily accessible for national monitoring purposes.
* Number of partnerships involved in delivering SDF projects and number of new partnerships created due to SDF.

29. The Applicant must expect and be prepared to supply in an agreed manner any information relevant to your project to meet these monitoring requirements.

30. Since public money is being used to fund project works, relevant information will be required to be accessible to the public upon request.

**Indemnity**

31. The Applicant shall be responsible for meeting any claims against him or her, or against the AONB Partnership, arising out of the grant aided items or services as a result of negligence or public liability. Evidence of adequate and up to date insurance may be requested as part of grant applications.

**Inspection**

32. Any person authorised by the AONB Partnership 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.

**Overpayment**

33. In the event of any overpayment of grant, the CCB will require the amount of overpayment to be repaid in full.

**Value Added Tax**

34. It is the applicant’s responsibility to ensure that no Value Added Tax has been included in the total project cost, if the applicant is able to reclaim it.

**Breach of Conditions**

35. In the event of a breach of these conditions, the AONB Partnership 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