



Cannock Chase Charitable Fund AGREEMENT (DRAFT)

1. INTRODUCTION

- 1.1 This agreement sets out the aim, purposes and details for establishing the Cannock Chase Charitable Fund, a partnership between Cannock Chase Area of Outstanding Natural Beauty (AONB) Partnership and the Community Foundation for Staffordshire (Community Foundation).

2. AIMS

- 2.1 Cannock Chase AONB Partnership and the Community Foundation have agreed to work together to establish a Charitable Fund to raise and distribute money for local projects that help to keep Cannock Chase Area of Outstanding Natural Beauty (AONB) special.
- 2.2 The Cannock Chase Charitable Fund will be established from funds raised from voluntary donations from businesses, individuals and visitors wishing to conserve and enhance the special qualities of Cannock Chase, and to benefit local communities and the natural and historic environment. The money generated each year will be used to fund projects, programmes and activities that meet the fund criteria and help to deliver the vision and activities of the Cannock Chase AONB Management Plan.

3. AREA OF BENEFIT

- 3.1 The Cannock Chase Charitable Fund will support projects which benefit communities and the environment of the Cannock Chase AONB (figure 1). The Fund will also consider projects in adjacent areas where benefit to the designated Cannock Chase protected landscape and its communities can be demonstrated.

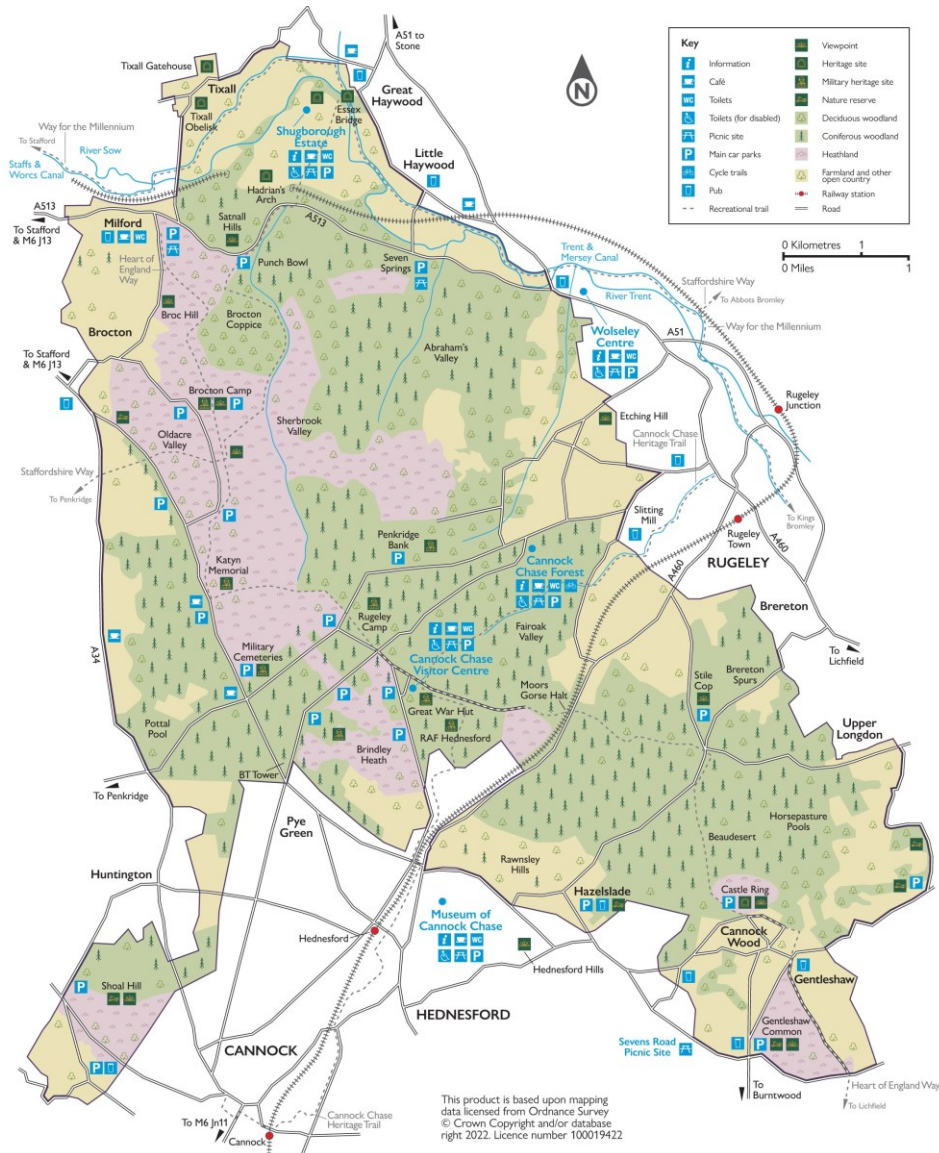


Figure 1: boundary of Cannock Chase Area of Outstanding Natural Beauty

4. FUND CRITERIA

4.1 Grants will be awarded to support community and voluntary groups, landowners or land managers as well as the non-statutory activities of the Cannock Chase AONB Partnership, including projects, programmes and project staff within the following criteria:

- **Conserve and enhance the natural beauty, wildlife and cultural heritage of the Cannock Chase AONB**

Activities could include grants for:

- Conserving and enhancing the special qualities of the Cannock Chase Area of Outstanding Natural Beauty (as identified in the Cannock Chase AONB Management Plan)

- Maintenance and management of natural features, for example, coppicing, tree and hedgerow planting, pond restoration, grassland and wetland management and heathland conservation
- Restoration of historic features
- Restoration of viewpoints
- Equipment to undertake conservation activities

- **Promote public understanding and enjoyment of the Cannock Chase AONB**

Activities could include grants for:

- Education visits and activities
- Visitor information and interpretation
- Art and cultural activities
- Events and festivals
- Outreach projects, for example, targeting disadvantaged groups

- **Support the social and economic well-being of Cannock Chase AONB**

Activities could include grants to local communities for:

- Sustainable transport schemes
- Enhancing community facilities, for example village halls
- Start up social enterprises, for example, farm shops, local food initiatives
- Community enterprises, for example, village shops, village play schemes

4.2 The Fund particularly welcomes projects that:

- demonstrate sustainability
- demonstrate innovation or best practice
- link community, economy, culture, and environment
- develop skills and “capacity building” in the community
- involve disabled people, young people or older people
- combat social exclusion and promote diversity
- bring organisations and people together to co-operate in tackling problems or promoting new ideas
- encourage links between rural and urban groups
- lever in contributions from other sources
- have little access to alternative public funding
- add value or new dimensions to existing projects

4.3 The criteria can be varied at any time in the future by written agreement between the Cannock Chase AONB Partnership and the Community Foundation. For example: to add a further area of special concern or to change a priority.

5. FINANCE

5.1 The Cannock Chase Charitable Fund will build over time from donations, legacies and fundraising.

- 5.2 All or part of a donation may be 1) used to fund a Cannock Chase Charitable Fund managed project, programme or activity or 2) paid out in grants. For either, the express wishes of donors will be taken properly into account, for example, to support specific projects, groups or needs within the area of benefit.

6. MANAGEMENT ARRANGEMENTS

- 6.1 The Cannock Chase Charitable Fund will be separately identified in the books of the Community Foundation with all funds applied towards the charitable objectives.
- 6.2 All Cannock Chase Charitable Fund finances are restricted and cannot be used for any purpose/s other than those specified in the fund agreement or by any subsequent variations agreed between the Cannock Chase AONB Partnership and the Community Foundation.
- 6.3 Grants from the Cannock Chase Charitable Fund or pledges to award future grants will only be made up to the agreed limit of the funds available for distribution. Grants cannot be made or pledged against anticipated income.
- 6.4 All grant-making procedures will be carried out in the name of 'Cannock Chase Charitable Fund', administered by the Community Foundation.
- 6.5 This Agreement will be reviewed annually each February.
- 6.6 Should the Community Foundation cease to exist any funds donated by statutory organisations remaining in the Cannock Chase Charitable Fund, after any debts paid, will be returned to the AONB Partnership host organisation to be managed by the Cannock Chase AONB Partnership; any privately donated funds will be transferred to another charity with similar objects to the Community Foundation, with the restrictions remaining in place
- 6.7 Should the AONB Partnership cease to exist the Community Foundation will continue to manage the Cannock Chase Charitable Fund with the advice of the Cannock Chase Charitable Fund Advisory Panel (or whatever name the Panel advising on Cannock Chase Charitable Fund is known by).

7. MANAGEMENT FEE

- 7.1 The contribution to Community Foundation's costs in managing the fund will be 9% of the income generated in each year. This covers the initial costs of establishing the infrastructure for donations and the grant application process (web page with on-line form and guidance notes), as well as handling donations and grant processes.
- 7.3 The contribution to the Cannock Chase AONB Partnership costs in supporting the administration of the fund will be 6% of the income generated each year. This

covers the cost of providing the secretariat to the independent Advisory Panel to assess applications.

7.3 The fee charges will be subject to annual review.

8. DONATION PROCESS

8.1 The Community Foundation will set up the platforms for people to be able to make voluntary donations.

9. GRANT MAKING PROCESS

9.1 Grants made from the Cannock Chase Charitable Fund will be consistent with the Community Foundation's charitable purposes.

9.2 Applicants will apply to the Cannock Chase Charitable Fund through the Community Foundation's grant process and application form.

9.3 The Community Foundation will organise the grant-making process and all the due diligence on grants including the following:

- Receiving and assessing grant applications against the fund criteria agreed with the Cannock Chase AONB Partnership
- Providing support and advice to voluntary and community groups, charities and local residents in making an application
- Directing applicants to other sources of funding as appropriate both within Community Foundation and other external sources
- Presenting grant assessments to the Cannock Chase Charitable Fund Advisory Panel for consideration
- Making grant payments
- Monitoring the results of grants

9.4 Assessed applications will be considered by the Cannock Chase Charitable Fund Advisory Panel after considering any specific wishes from donors. The Cannock Chase AONB Partnership will provide the secretariat to the Panel.

9.5 All grant-making procedures will be carried out in the name of Cannock Chase Charitable Fund, administered by the Community Foundation.

9.6 The Trustees of the Community Foundation for Staffordshire are ultimately accountable for all grants made. The Community Foundation will advise the Panel if they have reason to believe that a grant would not be wisely or safely spent by a recipient and reserves the right not to make a grant requested in this unlikely event or in the circumstances of a request not being consistent with the Community Foundation's charitable purposes.

10. CANNOCK CHASE CHARITABLE FUND ADVISORY PANEL

- 10.1 Consideration and decision of applications to the fund will be delegated to a 'Cannock Chase Charitable Fund Advisory Panel'.
- 10.2 Terms of Reference to the Panel are appended as Schedule 1. Alterations to the Terms can be agreed at any time by the Cannock Chase AONB Partnership and the Community Foundation.

11. REPORTING

- 11.1 Management accounts will be produced for each of the Joint Committee meetings of the AONB Partnership (March, July and December).
- 11.2 An annual Fund Statement will be provided to the Cannock Chase AONB Partnership. The Fund Statements will show:
- The value of the Fund at 31 March each year
 - Additions to the Fund during the year
 - Donations made to the Fund
 - Grants made from the Fund including name of the grant recipients, amount awarded, total cost of the project and a summary of the project
 - Charges made for the management of the Fund.
- 11.3 The Community Foundation will include the accounting, audit and reporting responsibilities involved in managing the Cannock Chase Charitable Fund within its submission to Companies House and the Charity Commission.

12. PROMOTION

- 12.1 The AONB Unit will undertake publicity to promote the Cannock Chase Charitable Fund, including webpage content, press releases, newsletters and annual reports and organising photo calls. The Community Foundation will assist with joint promotion as appropriate.
- 12.2 The Community Foundation will host a Cannock Chase Charitable Fund page on its own web site that will link to the Cannock Chase AONB web site www.cannock-chase.co.uk

13. CONFIDENTIALITY POLICY

- 13.1 The Community Foundation respects the confidentiality of information given in the course of its business and will not disclose information to third parties either through written documents, email or conversation unless previously agreed with the donor.

Signed Date.....

Name:.....

On behalf of the Cannock Chase AONB Partnership

SignedDate.....

Name:.....

The Community Foundation for Staffordshire

Schedule 1

Cannock Chase Charitable Fund Advisory Panel

Terms of Reference (DRAFT)

Name of the Panel

1. The Panel will be known as the Cannock Chase Charitable Fund Advisory Panel.

Purpose

2. To consider and decide on applications for projects submitted to the Cannock Chase Charitable Fund, according to the criteria set out in the funding agreement.

Scope

3. The Panel shall:
 - Refer all enquiries for the Cannock Chase Charitable Fund to the Community Foundation for Staffordshire without prejudicing their decision making.
 - Receive a report and recommendation on all valid applications from the Community Foundation and consider all applications along with any reports and recommendations.
 - Set a minimum and maximum level of grant that can be awarded to any one application.
 - Assess applications, giving regard to the fund criteria and other guiding documents to achieve the desired outcomes of the Charitable Fund.
 - Award, partially award, request more information or refuse applications.
 - Attach to the grant any conditions considered appropriate to deliver the desired project outcomes.
 - Give precise reasons for decisions - these reasons should refer to the guidance documents and scheme criteria.
 - Treat decisions as confidential until notice has been issued to the applicant.
 - Have regard to the [Nolan Principles](#)¹ in all its affairs.

Membership

4. The Panel will be appointed by the Cannock Chase AONB Partnership rather than subject to open recruitment processes. Panel membership should comprise at least 5 Panel members who can provide locally derived advice and guidance in the consideration of applications to the Fund, and who:
 - Ensure a good geographical and thematic spread across Cannock Chase AONB.
 - As far as practical represent the diversity of the people who live, work and spend time in the AONB.

¹ The Seven Principles of Public Life, Committee on Standards in Public Life, May 1995.

- Have good knowledge of the local area and the respect and support of their peers.
 - Include at least one elected member representative from one of the five local authorities that comprise the AONB Partnership.
5. Panel members will serve a minimum of 2 years. Thereafter, Panel members are eligible to be re-considered to serve again.
 6. The Panel will keep its membership under review and may, at the discretion of the Chair and officers of the AONB, invite additional members or remove members.
 7. The Panel will appoint a Chair and deputy Chair from among its membership at the first meeting.
 8. An officer from the AONB Team will attend Panel meetings to present applications for grant aid and to report on progress, commitment and expenditure.
 9. The Panel membership should be available to the public, if requested.
 10. One-off guidance and advice from other organisations for specific applications may be sought when necessary. Such organisations will not be required to attend the full duration of Panel meetings.

Business of meetings

11. Panels will meet on a regular basis to consider applications. The schedule of meetings will be determined by AONB officers.
12. Meetings should be considered quorate where at least 50% +1 of the membership is present.
13. If both the Chairperson and Deputy are unable to attend a meeting another member of the Panel may take on this role for the purpose of the meeting.
14. All members of the Panel should have equal voting powers and decisions should be taken by a majority of those present. In the event of no clear conclusion the Chair should have a second and casting vote. The attending AONB Officer will not have any voting rights.
15. All applications and matters discussed at grants Panel meetings should be treated in the strictest confidence, though it should also be noted that all communication in relation to the Fund is on the public record and subject to Freedom of Information legislation.
16. The Panel may invite applicants to meetings to answer questions.

17. All members of the Panel will be required to adhere to the Nolan Principles of conduct in public office. Panel members who are directly involved or have a direct interest in any application will declare an interest when papers are circulated and at the start of the meeting and take no part in the consideration of the application unless invited by the Chair to respond to questions pertaining to the application. They will have no vote on such applications and the conflict of interest noted in the minutes.
18. Panel members may apply to the fund but will not be involved in assessing their own applications nor may they lobby other Panel members for support. Where it is considered (by officer or Panel member) that a member has a potentially compromising interest in a matter under discussion, that member should be excluded from that part of the meeting, must abstain from voting on the application, and the conflict of interest noted in the minutes.

Administration and decisions

19. The Community Foundation will assess all applications for the Cannock Chase Charitable Fund and make recommendations to the Panel.
20. The secretariat for Panel meetings will be provided by officers from the AONB.
21. Meetings will be scheduled where possible to suit the majority of members, meetings can be called at a minimum of 5 working days' notice.
22. The agenda and papers will be issued at least one (1) week before the date of a meeting, by email.
23. Panels can choose to meet virtually and also decide by correspondence by local agreement.
24. Decision notices and offers of grant, with conditions if applicable, will be made in writing to the applicants by the Community Foundation of Staffordshire within two (2) weeks of the date at which the decision was agreed.
25. Information on successful awards will be reported through the Cannock Chase Charitable Fund web page and Cannock Chase AONB website, and in press reports circulated by the AONB Team.
26. Minutes of Panel meetings will be circulated to members within two (2) weeks of a meeting. They shall include:
 - Attendance
 - Matters arising from previous meetings (e.g. progress on deferred applications)
 - A decision record for each application
 - Financial information (committed and spent funds)

27. All decisions regarding grants are final

Variance to Terms of Reference

28. The Community Foundation and the Cannock Chase AONB Partnership may vary or add to these Terms of Reference if necessary.

CCAONB/DraftagreementV3. June 2023