



North Devon Coast AONB Sustainable Development Fund

Terms and Conditions 2022-23

The following terms and conditions apply to all offers made by the North Devon Coast AONB (hereinafter the AONB) under the North Devon AONB Sustainable Development Fund.

General

1. The conditions set out below apply to all offers of grant funding for the work as detailed in the project application form.
2. The offer of the grant is on the understanding that no money will be paid for any work carried out prior to the acceptance of the offer in writing.
3. It is the responsibility of the Project Manager to ensure at all times that works and activities covered by the offer conform to the relevant legislation, statutory obligations, byelaws, planning consents etc. Failure to do so will invalidate your claim. This includes meeting government restrictions relating to Coronavirus applied for the duration of the project's delivery.
4. The offer is made on the basis that should the scope of work within the project change significantly from what has been agreed that the SDF Co-ordinator is informed immediately. Failure to do so will invalidate any claim.
5. Where the SDF is part funding a project, the Project Manager must notify the AONB immediately if the nature or scale of the project will change as a result of other funding not being secured. In these circumstances the AONB reserves the right to amend or withdraw its offer.

Acceptance and project start up

1. The **offer must be accepted within 14 working days** of the date of the offer letter. If the acceptance is not received the offer will lapse.
2. The project must start by the date agreed with the AONB.
3. Day to day management of the project is the responsibility of the applicant; contact details for the Project Manager must be provided
4. **No project can start until the Project Inception meeting with the AONB has been held. Please note** that applicants may be required to complete and submit a risk assessment to address Coronavirus restrictions in force during project delivery.

Eligible costs

1. In order for us to pay your claim you must have incurred those costs and paid for them in full. We will require evidence of this through receipts, receipted invoices and bank statements.
2. Where VAT is payable receipts need to have full VAT details that include the VAT registration number of the company concerned.
3. If you are VAT registered you cannot claim the recoverable VAT element of any expenditure as you can recover this yourself. This should be deducted from your claim.

Monitoring the progress of your project

1. All projects must provide a full report of how activities were delivered against the original proposal. The report should use the AONB project report template.
2. For projects less than £1000 one claim must be made on completion of the project
3. For projects more than £1000 an interim claim can be made; this must be accompanied by an interim project report detailing progress against project milestones.
4. In exceptional circumstances the AONB can make an advance payment. This requires completion of an advance request form. The payment will not exceed 10% of the grant amount.
5. All projects will be allocated a 'project mentor' from the AONB grant panel members, who will arrange a visit to review progress.

Project completion

1. The final claim must be submitted by the project completion date. **All claims must be received by the end of February 2023** (unless an extension has been agreed). Failure to do so will invalidate your claim.
2. The final claim submission must be accompanied by the project report, relevant receipts, timesheets where appropriate and any other relevant supporting documentation and images.
3. Applicants will be expected to demonstrate that they have secured value for money in any products or services used in their projects.

Project promotion and evaluation

1. All projects must comply with the guidance on promotion, logos and branding supplied by the AONB by email, to acknowledge the grant.
2. All digital and printed promotional activities and materials should be sent to the AONB **at draft stage**, for their approval.
3. In taking up this grant the Project Manager agrees to the release of information about their project to third parties and the dissemination of any materials whether printed or electronic.
4. The AONB reserves the right to include project details in its Annual Review or other publicity materials.
5. Under the terms of the fund the AONB is required to evaluate its projects, grant recipients will be required to assist with this.

Assets

1. If the project involves the purchase of assets then these cannot be disposed of without the written permission of the AONB.

2. It is the responsibility of the Project Manager to ensure that relevant insurance is in place. This includes insurance for claims as a result of negligence or public liability.

Subsidy Control

1. From 1 January 2021, all UK public authorities are subject to international subsidy control measures, replacing the previous *state aid* rules under the EU. Any new grant funding or central governmental programmes introduced from this date will need to account for and carry out reporting in relation to:
 - World Trade Organisation (WTO)
 - UK-EU Trade and Cooperation Agreement (TCA)
 - Northern Ireland Protocol (NIP)
2. While measures within a given programme may intend to deliver desirable environmental objectives, they may also have a commercial context for the recipient and with it the potential to distort competition by providing an economic advantage to a specific economic undertaking.
3. Under the TCA, subsidies where the total amount granted to a single economic actor is equal to or above 325,000 euros *Special Drawing Rights* over any period of three fiscal years, must be reported to the UK Government to report to the EU.
4. Any *subsidy* awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other aid under *Special Drawing Rights*. The AONB team will monitor the SDF grant and provide an annual return to Defra.
5. You must retain your offer letter and these Terms and Conditions for 3 years from the date of the offer letter and produce it on request by UK. Note you may need to keep this information for longer than three years for other purposes.

Further information is available at: - [Guidance on the UK's international subsidy control commitments - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/special-drawing-rights)

Signed (applicant)..... Date.....

Name (in capitals)

Position

Organisation