

# Chilterns Conservation Board

## SUSTAINABLE DEVELOPMENT FUND

### TERMS AND CONDITIONS

*The following conditions apply to all offers by the Chilterns Conservation Board, under the Chilterns AONB Sustainable Development Fund.*

#### 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.

#### Acceptance and start

- 3 **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within 14 days of the date of the offer letter.** If the acceptance is not received within that time, the offer may be withdrawn without further notice. The project must start by the date agreed by the Chilterns Conservation Board (CCB).

#### Grant Claims

4. Claims must be submitted by February 28<sup>th</sup> 2009 or by the specific claim date proposed in the offer letter, whichever is the sooner. No claims will be accepted after that date.
5. Claims for payment must be supported by receipted invoices, timesheets or certified statement of costs.
6. The claim must also be supported by copies of 3 quotes for all purchases/contracts above £2500. Below that figure, evidence must be recorded on file and made available to the CCB on request as follows:

value £1001-£2500	3 verbal quotes
value £101 - £1000	2 verbal quotes
value < £100	single supplier sufficient

## **Grants or Loans from Other Public Bodies**

7. The offer of grant is made on the understanding that, in the course of making application, the applicant will have disclosed to the CCB any financial contributions received or expected for the same purpose from any other body financed from public funds, for example, Regional Development Agencies, The Countryside Agency, Sport England Council, Forestry Commission, English Nature, English Heritage, DEFRA, Tourist Boards and local authorities, or from the European Union. Insofar as any such contributions may not have been disclosed prior to the CCB offer, the CCB may vary or cancel its offer to take account of them.
8. You should be aware that under EC Regulation 69/2001 (“*de minimis*” aid regulation), this is a *de minimis* aid. There is a ceiling of 100,000 euros (approx £66,000) for all *de minimis* aid provided to any one firm over a three year period. Any *de minimis* aid awarded to you under this offer letter will be relevant if you wish to apply, or have applied, for any other *de minimis* aid. For the purposes of the *de minimis* regulation, you must retain your offer letter and these Terms for 3 years from the date on the offer letter and produce it on any request by the UK public authorities or the European Commission. (You may need to keep these documents longer than 3 years for other purposes.)”

## **Assets**

9. 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 of the Chilterns Conservation Board.
10. Proceeds amounting to the value of grant, from the disposal of assets acquired or improved with the grant are to be returned to the Chilterns Conservation Board unless otherwise agreed.

## **Acknowledgement**

11. The applicant shall, in agreement with the CCB, acknowledge the Sustainable Development Fund contribution in an appropriate way in publicity.
12. The Chilterns Conservation Board (hereinafter referred to as CCB) will be free to refer to grants offered, either generally or for specific projects, in its publicity material.

## **Public availability of reports**

13. All reports or other documents produced with support from the Sustainable Development Fund will be presumed to be public information – and may be posted on the CCB website – unless otherwise agreed prior to acceptance of the grant. Where such agreement is required by the applicant, this may affect the likelihood of the scheme being funded.

### **Standard of Works, Services and Facilities**

14. All facilities and services grant aided by the Sustainable Development Fund shall conform to the plans and specifications or other particulars submitted to the CCB and approved by it.
15. 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.

### **Maintenance/Replacement**

16. You must monitor the success of the project and give us a completion report with photographs and a copy of any reports which are produced with our grant at the end of the project. The completion report must satisfy us that the work has been completed successfully.
17. The applicant will provide a short update to the Chilterns Conservation Board on the project between 9-12 months after completion of the project.
18. 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**

19. The applicant shall be responsible for meeting any claims against him or her, or against the CCB, arising out of the grant aided items or services as a result of negligence or public liability.

### **Inspection**

20. Any person authorised by the CCB 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.

### **Breach of Conditions**

21. In the event of a breach of these conditions, the CCB 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.

## **Arbitration**

22. 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 Buckinghamshire County Council in its role as legal advisors to the Chilterns Conservation Board. This decision will be binding.

V4 May 2008