Forest of Dean District Council

ACTIVE TRAVEL GRANT 2024/25

Guidance Notes

## Key Headlines

|  |  |
| --- | --- |
| **Grant Range** | Up to £15,000 |
| **Match Funding Required** | Minimum 20% |
| **Funding Type** | Capital and Revenue |
| **Spend Deadline** | All claims must be submitted by 14 March 2025 |
| **Quote Requirements** | 3 quotes must be sought for any single items/services over £2,500 |

## Eligibility Criteria and Funding Features

The eligibility criteria and key funding features for the Active Travel Grant Scheme (ATGS) are proposed to be as follows:

* Applications will be assessed on their merits and will be subject to the terms and conditions (see Appendix A below)
* The maximum funded amount (excluding match funding) is £15,000.
* Applications must come from a credible and relevant organisation that is based in the Forest of Dean District Council area.
* The AT project seeking funding should be principally located in the Forest of Dean District Council area.
* The grant funding cannot be used to pay for facilities that should be provided as part of any planning application or planning obligation.
* Eligible organisations can include local businesses, registered charities, constituted community/ residents organisations or groups or will be forming a constituted community group for the purpose of the project (this should be proven by providing a written letter of commitment and other evidence of an intention to form a constitution e.g. meeting notes etc.), community interest company (CIC) or a limited range of FoD based, community focused statutory bodies (e.g. Parish Councils or schools).
* Eligible organisations should have a bank account. If organisations do not have a bank account they may need to partner with an organisation that does have a bank account. Approved grant funding will be paid to the eligible organisation and not to a personal bank account.
* Match funding requirement is a minimum of 20% of the total project costs provided by the applicant. Note applicants can provide more than 20% match funding.
* Funded schemes must be completed by 14 March 2025, and any facilities funded must be available for a period of at least 3 years from the date of grant approval to avoid potential for ‘clawback’ of funding.
* It is assumed most proposals will not be required to meet biodiversity net gain (BNG) requirements as they will likely to be either delivered within or adjoining the highway and so have permitted development rights[[1]](#footnote-1), or be under the BNG threshold of 25m2 and/or 5 linear m habitats[[2]](#footnote-2).
* All applications and accompanying documentation should be sent to [active.travel@fdean.gov.uk](mailto:active.travel@fdean.gov.uk) .

## Grant Objectives

The ATGS funded schemes should help support the wider FoD ATS Vision which is as follows:

*“To create a sustainable and inclusive active travel network that promotes cycling, wheeling, and walking as a healthy and sustainable mode of transport that connects local communities and enables inclusive opportunities whilst complimenting the Forest of Dean’s unique tranquil environment and leisure capabilities.”*

The specific objectives of the FoD ATGS the applicant will need to demonstrate their proposed project will support are as follows.

1. Increase cycling, wheeling and walking in the local area for as many people as possible providing value for money and deliverability (25% weighting).
2. Promote inclusivity and road safety. Schemes should actively engage a diverse range of people from the local community in the design and delivery process, ensuring that the needs of all, including hard-to-reach and disadvantaged groups are considered. Schemes should, include appropriate road safety measures, where applicable, to ensure community-wide safe accessibility (20% weighting).
3. Be realistically deliverable and have an effective plan for mitigating and managing risks (30% weighting)
4. Schemes should protect, and where possible, enhance the natural environment and biodiversity (15% weighting).
5. Schemes should consider the sustainable sourcing of materials where possible. For example, re-using, recycling. re-purposing, using greener materials, evidenced by demonstrating that they are seeking quotes from FoD or neighbouring local authority suppliers first before widening their search for competitive pricing (10% weighting).

## Examples of Active Travel Schemes Funded

Although the FoD ATGS is open to innovative ideas that will be assessed on their individual merits and their ability to achieve the ATS objectives, the following examples of AT schemes that could be funded is provided to assist applicants.

* New or improved cycle parking or storage facilities
* Signage of cycling, wheeling or walking routes and/or information boards
* Provision of (electric or non-electric) bike or bike trailer hire or off-road wheelchair hire
* Improvements of pedestrian access to and within the site
* Promotional or training events which support active travel measures, promote behaviour change and ultimately help to increase walking, wheeling and cycling.

## ATGS Application Evaluation Criteria

ATGS applications will be evaluated qualitatively against the following criteria, in order of priority. The applications will be ranked and funding awarded to the highest ranking applications based on the levels of fund available i.e. a maximum £15,000 per project and total funding pot of £100,000:

* Firstly, there are four tests that must be passed before moving onto judging the applications against the criteria.

1. The application will need to be confirmed as being made from an eligible organisation.
2. The applicant can receive the funding i.e. has a bank account
3. The applicant is a responsible body that can deliver the project.
4. Lastly, the applicant must provide 20% match funding. Any organisations failing these tests will be excluded from evaluation.

* The merit of applications passing the initial four tests, will be compared together and assessed in terms of their likelihood of achieving the weighted objectives set out at 4.1.2 above.
* Applications will be assessed on how well they address the following questions. All questions are scored on a scale of 0 to 3 with 0 = no evidence that criteria positively addressed, 1 = limited evidence, 2 = Reasonable evidence and 3 = good and extensive evidence that criteria satisfied. These are presented in order of importance with weighting shown:

## Timetable

The estimated timetable for the ATGS process is as follows:

|  |  |
| --- | --- |
| Publication of ATGS and invitation of funding applications | 27 September 2024 |
| Deadline for receiving applications | 1 November 2024 |
| Assessment of funding applications and award of funding | 13/14 November 2024 |
| Grant Agreements signed and returned | Within 28 days of being sent to the recipient |
| Deadline for delivery and submission of all claims | 14 March 2025 |

## ATGS Monitoring and Evaluation (M&E) Arrangements

The proposed ATGS M&E arrangements are as follows:

* The ATGS recipient must agree to provide reasonable information on usage and/or take up of their proposal and any other relevant targets to allow FoDDC to monitor the projected outcomes and impacts of the funded scheme.
* Recipients must also agree to the possibility of being used as a case study. If their scheme is selected the team will contact the recipient and request information on the project, including images that can be included in an evaluation report. It may also include providing quotes or being interviewed for press or social media.
* Information will be collected from the recipient using a questionnaire that will be required on submission of the grant claim. This will help evaluate the extent to which the project met the intended outcomes and impacts, any lessons learnt and value for money.
* A final submission from the grant recipient will be required confirming the facility is still operational and available for public use three years after receipt of grant funding.

Annex A:

FOD ATGS Terms and Conditions

**Dated this day of 2024**

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**Grant Agreement**

between

**Forest of Dean District Council**

and

**[Name of Recipient]**

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THIS AGREEMENT is dated this day of 2024

**Parties**

**FOREST OF DEAN DISTRICT COUNCIL** whose principal address is at Council Offices, High Street, Coleford, Gloucestershire GL16 8HG (**Funder**).

**[NAME OF RECIPIENT]** a company/charity registered in England and Wales with Company/Charity no: [ ] whose registered office is at [ address of recipient] (**Recipient**).

**Background**

The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project under the Council’s Active Travel Grant Scheme

This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.

These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**Agreed terms**

**Definitions**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:**

**Confidential Information:** all information in any medium or format that one party discloses to the other party in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential.

**Data Protection Legislation**: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; and the guidance and codes of practice issued by the Information Commissioner.

**Fund:** The UK Shared Prosperity Fund, the prospectus of which is set out in Schedule 4 to this Agreement.

**Grant:** the sum of £ to be paid to the Recipient in accordance with this Agreement.

**Grant Manager:** the person nominated to represent the Funder under this Agreement

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending 14 March 2025.

**Parties:** the Funder and the Recipientand **Party** shall be construed accordingly.

**Personal Data**: shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:**

offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;

committing any offence:

under the Bribery Act;

under legislation creating offences in respect of fraudulent acts; or

at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** [description of project] as described in Schedule 1.

**Project Manager:** the person nominated to represent the Recipient under this Agreement.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Purpose of Grant**

The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement.

The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

The Recipient confirms that it is aware of the terms of the Fund in relation to the purpose and use of the Grant.

**Payment of Grant**

Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due.

No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.

The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

**Use of Grant**

The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3.

Should the cost of delivering the Project be less than the agreed budget set out in Schedule 3, then the Recipient shall repay the unspent monies to the Council no later than two months after the date of completion of the Project

The Recipient shall not use the Grant to:

purchase buildings or land; or

pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

The Recipient shall ensure that the facilities funded by the Grant remain available for use for not less than three years from the date of payment of the Grant, or where the Grant is paid in instalments, from payment of the last instalment.

Should any part of the Grant remain unspent at the end of the Grant Period, such unspent monies shall be repaid by the Recipient to the Funder within 14 days of the expiry of the Grant Period.

The Funder shall be under no obligation to the Recipient to contribute towards upkeep, maintenance or repair whether now or in future in respect of anything created as a result of the delivery of the Project.

**Accounts and records**

The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

**Monitoring and reporting**

The Recipient shall monitor the delivery of the Project during the Grant Period to ensure its obligations under this Agreement are being met.

The Recipient shall on request provide the Funder with such information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

**Acknowledgment and publicity**

The Parties shall acknowledge each other’s support in any materials that refer to the Project and in any written or spoken public presentations about the Project.

The Recipient must acknowledge the support of the UK Government and the Funder, including an acknowledgement of the UK Government and the Funder as the source of the Grant, in:

its annual report and accounts;

any other materials that refer to the Project; and

any written or spoken public presentations about the Project.

Each acknowledgement must include the Funder's name and logo, the ‘Funded by the UK Government’ logo, comply with the government’s branding guidelines at Schedule 5 and mention that the Project has been funded by the Government’s UK Shared Prosperity Fund.

In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.

The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

**Subsidy Control**

If the Grant is a subsidy within the meaning of the Subsidy Control Act 2022, the Recipient acknowledges that the Grant is declared, confirmed and offered as Minimal Financial Assistance (as defined in the said Act) and offered on the basis that the Recipient has not received any other Minimal Financial Assistance in the current and previous two financial years, which in total exceeds or when taken together with this grant will exceed £315,000.

The Recipient further acknowledges that receipt of the Grant must be declared to any other sources of Minimal Financial Assistance received in the future and shall advise the Funder of receipt of any other Minimal Financial Assistance during the Grant Period and confirm that acceptance of such further Minimal Financial Assistance will not cause the Recipient to have exceeded the threshold referred to in 8.1 above.

**Confidentiality**

Subject to clause 10 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Confidential Information of the other Party and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.

**Freedom of information**

The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

The Recipient shall:

provide all necessary assistance and cooperation as reasonably requested by the Funder to enable it to comply with its direct or (as appropriate) indirect obligations under the FOIA and EIRs;

transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

provide the Funder with a copy of all information belonging to it specified in the request for information which is in its possession or control in the form that the Funder requires within 5 working days of the Funder’s request for such information; and

not respond directly to a request for information belonging to the Funder unless authorised in writing to do so.

The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from it. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs

**Data protection**

In this clause, the terms controller, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given to them in the Data Protection Legislation.

This clause sets out the framework for the sharing of personal data between the parties as controllers. The Funder may use personal data that the Recipient shares about its Representatives and business partners to administer the Grant and exercise its rights under this agreement. The Recipient may use personal data that the Funder shares about its Representatives to manage the Grant and its relationship with the Funder. The personal data to be shared by one party with the other party under this clause 11 is the Shared Personal Data. The permitted uses of Shared Personal Data set out in this clause 11 are the Agreed Purposes.

Each party will comply with all applicable requirements of Data Protection Legislation that arise in connection with the operation of this agreement. In particular, each party will:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable the lawful transfer of Shared Personal Data to the other party for the Agreed Purposes;

(b) ensure that it only shares personal data with the other party to the extent required in connection with the Grant;

(c) process the other party's Shared Personal Data only for the Agreed Purposes; and

(d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data received from the other party and against accidental loss or destruction of, or damage to, that personal data.

Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party will:

(a) provide the other party with reasonable assistance in complying with any request from a data subject to exercise any of their rights under Data Protection Legislation in relation to Shared Personal Data (data subject rights request);

(b) promptly inform the other party about the receipt of any data subject rights request where the request is directed to the other party or relates to its processing of personal data and forward the request to the other party;

(c) provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, data protection impact assessments and consultations with the Information Commissioner or other regulators;

(d) notify the other party promptly and in any event within 24 hours, on becoming aware of any personal data breach relating to Shared Personal Data provided by the other party and do all things reasonably necessary to restore security and assist the other party in mitigating the effects of the personal data breach and informing regulators and data subjects; and

(e) not retain or process the other party's Shared Personal Data for longer than is necessary to perform this agreement, unless otherwise required by law.

**Withholding, suspending and repayment of Grant**

Without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and require repayment of all or part of the Grant if:

the Recipient uses the Grant for purposes other than those for which they have been awarded;

the delivery of the Project does not start within 2 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

the Funder, acting reasonably, considers that the Recipient has not made satisfactory progress with the delivery of the Project;

the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

the Recipient provides the Funder with any materially misleading or inaccurate information;

the Recipient commits or has committed a Prohibited Act;

any employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute; or

the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

**Anti-discrimination**

The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

**Human rights**

The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

**Limitation of liability**

The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.

The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Funder in connection with:

the acts or omissions of the Recipient in relation to the Project;

the non-fulfilment of any obligations of the Recipient under this agreement; or

the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.

Subject to clause 15.1 and clause 15.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding.

Nothing in this agreement limits any liability which cannot legally be limited.

**Insurance**

The Recipient will, during the Grant Period and for a period of six years after termination or expiry of this agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (Required Insurance).

The Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

**Duration**

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**Termination**

Without prejudice to any other rights or remedies the Funder shall be entitled to terminate this Agreement forthwith by notice in writing to the Recipient if:

the Recipient makes or seeks to make any voluntary arrangement with or convenes a meeting of its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of an amalgamation or reconstruction where the seller is solvent or (being an individual) becomes bankrupt;

an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Recipient;

the Recipient ceases, or threatens to cease to carry on business;

the Recipient commits any material breach of this Agreement and, if such breach is capable of remedy, shall have failed to remedy the same within seven days of written notice from the Funder requiring such breach to be remedied; or

If the Recipient gives notice to the Funder that the total cost of the Project will exceed the funds available to deliver it, then within 21 days of the date of such notice the Parties shall convene a meeting to consider further or alternative courses of action to deliver the Project and, if appropriate, agree a variation to this Agreement in accordance with clause 24. If having acted in good faith and using all reasonable endeavours the Parties fail to agree on a further or alternative course of action or fail to agree a variation to this Agreement then this Agreement may be terminated by either Party by notice in writing with immediate effect.

**Assignment**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**Notices**

Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by email to the following address (or an address substituted in writing by the party to be served):

Recipient: [email ADDRESS].

Funder: [active.travel@fdean.gov.uk](mailto:active.travel@fdean.gov.uk)

Any notice will be deemed to have been received:

if delivered by hand, at the time the notice is left at the proper address;

if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

**Dispute resolution**

In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Project Manager and the Grant Manager.

Should the dispute remain unresolved within 14 days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Chief Executive of the Funder and the Chief Executive / Managing Director / Business Owner of the Recipient.

**Joint and several liability**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

**Variation**

No variation of this Agreement or its schedules will be valid or effective unless in writing and signed by the authorised representatives of each Party.

**Contracts (Rights of Third Parties) Act 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**Governing law**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has entered into and takes effect on the date stated at the beginning of it.

**The Project**

**Project Header**

Description of project

**Payment Schedule**

|  |  |
| --- | --- |
| **Amount of Grant Payable** | **Date of Payment** |
| **£** | **Once the Forest of Dean District Council are in receipt of all invoices and proof of defrayal from the recipient’s bank account.** |

**Breakdown of Grant**

|  |  |
| --- | --- |
| **Item of Expenditure** | **Budget (in UK Sterling)** |
|  |  |
|  |  |
|  |  |
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**Prospectus**

<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>

**Branding Guidelines**

<https://www.gov.uk/guidance/uk-shared-prosperity-fund-branding-and-publicity-6>

|  |  |
| --- | --- |
| Signed by |  |
| On behalf of |  |
| **FOREST OF DEAN DISTRICT COUNCIL** |  |
|  | ................................. |
|  | Authorised Signatory |
|  |  |
| Signed by |  |
| On behalf of |  |
| **[NAME OF RECIPIENT]** |  |
|  | ................................. |
|  | Authorised Signatory |

1. [The Town and Country Planning (General Permitted Development) (England) Order 2015 (legislation.gov.uk)](https://www.legislation.gov.uk/uksi/2015/596/schedule/2/part/9/made?view=plain) [↑](#footnote-ref-1)
2. [Biodiversity net gain: exempt developments - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/biodiversity-net-gain-exempt-developments) [↑](#footnote-ref-2)