

# MALPAS PARISH COUNCIL GRANT SCHEME GUIDE NOTES

## A. How to apply

**Application deadline** – All completed applications must be submitted to the Parish Clerk by the 1st April in each calendar year. They will be considered by the Parish Council at their monthly May meeting.

Read the guidance and check your project meets the necessary criteria (eligibility criteria are shown in D). If necessary check the eligibility of your project with the Malpas Parish Clerk.

Complete your application form. You should send this to the Parish Clerk (details are listed on the front of the application form).

After consideration by the Parish Council, you will be informed of the decision.

Malpas Parish Councillors are happy to provide general advice to applicants as to whether your application meets the criteria. **Their details can be found at**

<https://www.malpascheshire.org/malpas-parish-council/councillors.html>

## B. About the Grant Scheme

Funding is provided to recipients as a discretionary award and is primarily aimed at addressing priorities for action identified by the Parish Council.

The total amount of funding available for Community grants will vary from year to year as part of the Parish Council's annual budget setting process.

The total amount of funding available may not all be allocated in our May Meeting.

If this is the case, then in exceptional circumstances, late grant applications may be considered providing they meet the conditions set in this guidance notes.

For guidance the budget for 2021/22 was £7,000 in total.

Organisations or groups applying for a grant are expected to have their own bank account, although in certain circumstances, it is possible for awards to be held by another organisation on behalf of the group applying for the award.

### How much can you apply for?

Awards of up to £3,000 have previously been made, but this could be varied in exceptional circumstances.

## C. What we can and cannot fund

### What we can fund:

The Grant Scheme is designed to support small to medium community driven projects or activities which aim to make a positive change in the local area and/or benefit the wider community.

It can be used for both revenue (day-to-day) costs and capital (fixed items) spending.

The project or activity must be located within the Malpas Parish area or be of significant benefit to those living within the Malpas Parish area.

### The funding can contribute towards:

- equipment hire or purchase
- community events or activities – these may be a one off event or take place on an annual basis
- improvements or additions to community facilities
- materials and equipment for a local project
- seasonal or project workers (those who work only as and when required), or an element of salary costs incurred as part of a wider scheme
- start-up costs for groups or activities
- team clothing or kit
- environmental improvements to the local area
- training or capacity building events
- revenue costs such as transport costs, venue hire, volunteer expenses etc.
- capital works or expenditure

## **What we cannot fund:**

The Parish Council grant is unable to fund:

- any costs incurred when putting together an application
- loans or interest payments
- anything party political, including supporting political organisations
- anything solely for religious purposes
- lobbying against council policy
- anything that will bring the council into disrepute
- anything contrary to the council's financial regulations or council policies
- anything illegal
- individual salary costs
- anything that does not directly have a wide community benefit. This includes trips **by** individuals
- anything that doesn't contribute towards the Malpas Parish Council priorities.

## **D. Eligibility criteria**

### **Who can apply for funding?**

Examples of eligible grant recipients include:

- voluntary groups
- community groups
- Charities and not-for-profit organisations
- Faith and belief groups where the benefit is for the wider community
- schools and education units where the benefit is for the wider community
- "friends of...." organisations

### **Applicants must send details of:**

their organisation's bank account - payments cannot be made to individuals.

And where appropriate:

a user protection policy if working with children and / or vulnerable adults

## **E. What happens next?**

If the application is successful, the Parish Clerk will inform you by email and arrange the payment.

You must acknowledge our grant by following the guidelines we provide.

If the application is unsuccessful, the Parish Clerk will inform you of the reason by email.

### **Monitoring –**

You will be expected to attend the next Malpas Annual Parish meeting (held in May) to report on the progress of your project or activity which has been given the grant.

Failure to comply with this request could result in the grant being reclaimed and you having to repay some or all of the funding.

## **F. Standard conditions and guidance for awards. (This section is important!)**

These conditions apply to all awards made under the Grant Scheme

### **What are the standard award conditions?**

These set out our relationship with you for helping to fund your project or activity.

It explains some of your responsibilities once we have given you the funding, such as giving us information about the funded activity and using the funding only for the purpose for which we give it to you.

It is a legal document and if you do not meet these responsibilities fully, you may be breaking the agreement between you and us.

If you have any general questions about how this document applies to your activity, please contact the Parish Clerk. However, if you need legal advice about this document, please contact your solicitor.

In all these conditions "you" means the group or organisation that we have given the award to, or anyone officially representing this individual or organisation

## **1. The Purpose of the award.**

You must use the grant only for the purpose for which it was made in your application. Any changes must be approved by the Parish Council in writing, before any of the grant is used for any other purpose.

We may grant an award

For only parts of the activity you have asked us to fund and not all of it.

We know that circumstances may change during the course of your activity which are outside your control. However, after receiving our offer, you must tell us if you want to make any significant changes to the activity we agreed to fund.

Please inform us of any changes as soon as possible so we can assist you.

Depending on the nature of the change, we may alter or withdraw the award if we do not consider the changes in planned activity to be reasonable in relation to the funding we offered.

You should not go ahead with any changed activity until you have received our written approval for the changes.

## **2. Our agreement with you**

The agreement we have with you for funding is contained in this document and based on the evidence you provided on the application form. You should make sure you read the entire document as it can include responsibilities you will have to meet. This document includes:

- standard conditions for awards;
- any payment conditions or other special conditions we agree with you in writing;
- any detailed plan of your activity or budget, and financial information about your organisation you give us that we accept
- changes to anything you are responsible for doing that we agree with you in writing.

## **3. Considerations**

When deciding on your application, the Parish Council will consider a range of issues.

These include:

- ensuring compliance with all legal requirements
- achieving best value (i.e. Have you got a number of quotations for the supply of goods or the work being undertaken.)
- ensuring transparency, openness, non-discrimination and fair competition
- demonstrating probity, consistency, accountability and integrity
- supporting the council's priorities
- benefitting a larger number of the local residents when judged against other grant applications

## **4. Capital projects**

The Parish Council will need to have from the applicant confirmation that any necessary planning permissions have been granted, and details of how any ongoing maintenance costs will be funded.

Unless we have agreed otherwise in writing, we may choose not to fund goods or services you buy or order before your award was approved.

## **5. Accepting the offer**

This will normally involve you accepting all your responsibilities for the grant by 'ticking' the terms and conditions box on the application form.

If you are an organisation, the acceptance must be made by an officer authorised to sign for the organisation.

The amount stated on the application form is the most we will pay, but the Parish Council may decide to make a smaller award.

## **6. Breach of Conditions**

If this happens:

- you may have to pay back all or part of the award.
- we may end this agreement immediately.

Before we decide what action to take, we will consider whether in our opinion, the conditions were broken because of factors outside your control.

Unless exceptions (7a) or (7b) apply, we may also take the actions set out in condition 7 if any of the following happens.

- You close down your business (unless it joins with, or is replaced by another business that can carry out the purposes of the award to our satisfaction).
- You significantly change the activity you received funding for without getting our written approval first.
- You do not use the award for the purpose for which we gave it.
- The activity for which you were funded does not take place
- You do not follow our reasonable instructions.
- You do not perform the purpose of the award or funded activity with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your area of work.
- You do not complete the funded activity (unless, in our opinion, this was because of factors outside your control).
- You are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to.
- You act illegally or negligently at any time during the funded activity, and we believe it has significantly affected the funded activity, or is likely to harm our or your reputation.
- Without first getting our approval in writing, you sell or in some other way transfer the award, your business or the activity the award is funding to someone else.
- If you obtain funding from elsewhere for the same project or activities we will suspend payments while we investigate.

## **7. Exceptions to condition 6**

(a) We can decide whether to ask for repayment. When deciding these matters, we will consider whether the problem can be fixed in a way that we are happy with and within a reasonable time.

(b) When we want you to pay us back, we will consider how much of the funded activity has been successfully completed before deciding the amount of money you should repay.

If you break this agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.

## **8. Publicity**

You must acknowledge our support and funding in any publicity material relating to the activities and/or services supported by the award.

You must acknowledge the award in your annual report and any published reports and accounts relating to the period of the award.

The Parish Council could ask for a publicity opportunity to be arranged in conjunction with your organisation.

## **G. General conditions**

### **1. Inspections**

You must give the Council or our agent access to any premises where the activity is carried out and access to financial records relating to this award and allow us to take copies of documents.

You should keep all records for three years from the date of our last payment to you.

Records include original invoices, receipts, accounts and legal documents.

You must give us accounts that cover the period of the funded activity, in the way that we ask you.

These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns.

### **2. Your legal and other responsibilities**

In carrying out your business and the funded activity you must keep to any relevant laws or government requirements.

You must consider any possible risks involved in your funded activities and take appropriate action to protect everyone involved.

For example, you are responsible for getting any licences, permissions and insurances that are necessary by law for the activity to be undertaken.

## **Health and safety**

You must make sure that you understand and meet all of the legal obligations which apply when you carry out your activities including health and safety and fire safety.

## **Confidentiality**

If you keep personal information about individuals you must make sure you fully comply with your responsibilities under the Data Protection Act 2018 which is the UK's implementation of the General Data Protection Regulation (GDPR)

## **Equality and diversity**

You should provide your activity in a way which is fair, equal and accessible to all.

This means you must not unlawfully discriminate against any person on grounds of colour, race, religion or belief, nationality, ethnic or national origins, sex, sexual orientation, age, or disability.

## **Freedom of information**

The Freedom of Information Act 2000 ('The Act') applies to us all.

This means that any information you give us could be released to any person who asks for it under the act.

You must tell us if you think that any of the information should be confidential under any of the exemptions of the act. Please visit [www.foi.gov.uk](http://www.foi.gov.uk) for information on the exemptions.

## **Fraud**

You must safeguard our funding against fraud.

You must tell us straight away if you know or suspect that funding is being used improperly or fraudulently.

If the award is for a specific activity and you manage to complete the activity without using all the funds provided by us and other funders, you must tell us the amount of any funds left over.

You must also tell us how you intend to use this amount.

If we do not agree with the way you intend to use it, we may ask you for an appropriate share of the amount left over and you must give us that share.

## **Professional advice**

You are responsible for getting your own management and business advice.

This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice.

You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.

You must tell us immediately if your organisation changes in a way that may threaten its solvency.

## **3. Value for money**

Our funding comes from public money, so if you are planning to buy goods or services with our funding, you should always buy them in a way that will give value for money.

This means getting the best price for the goods or services you need.

Wherever possible, you should go through a 'competitive process' to choose the goods or services you are buying.

This involves getting at least three formal quotes when spending smaller amounts, and going to tender when spending larger amounts.

There may be some limited reasons where a competitive process may not be appropriate.

These reasons might include when there is only one business who can sell you the goods or services, technical reasons, or times when the cost and time to go to tender is too much compared to the value of what you are buying.

If you are a public body, you must keep to the European procurement rules (if they apply to you and what you are buying).

## **4. Assets and goods**

You must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants within three years of the date of our payment to you, unless we have given you permission in writing beforehand.

The same applies upon dissolution of the organisation or cancellation of the activity.

If you sell or give away assets or goods bought, restored, conserved or improved with our awards, we will receive an appropriate share of the 'net' proceeds (the proceeds after tax and so on) of this for as long as these assets or the improvements have a useful economic life.

This share will usually be the same as the percentage of the costs we paid.

However, after we have considered all the circumstances, we may not ask for this if we think it would be inappropriate.

We may decide this before you sell or get rid of the assets if:

- you use the money you gained from the sale to benefit the project the award was for; and
- there are arrangements in place for dealing with the proceeds of sale if these are either higher or lower than we had expected.

## **5. Council's responsibilities**

### **Audit**

All councils are now required to make details of expenditure above £500 publicly available.

These will appear on the Parish Council Web Site.

The Parish Clerk and the Parish Councillors cannot give you professional advice and will not take part in carrying out your business.

We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities.

Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of your business and the decisions about it.

We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

# MALPAS PARISH COUNCIL GRANT SCHEME

Contact information:

The Parish Clerk

Langdale

The Sarn

Malpas

Cheshire

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