

**COMMUNITY RENEWAL FUND**  
**Devon Elevation Fund (DEF)**  
**Grant Agreement**

Dated

06/04/2022

Between

Devon County Council, Topsham Road, Exeter EX2 4QD ("the Council" or "us")

And

Tavistock Heritage Trust ("the Grantee" or "you")

**The Project:**

Reference number	DR075
Applicant business / organisation name	Tavistock Heritage Trust
Project name	Revitalising the visitor economy of Tavistock as a World Heritage town

Grant Award (Funding)	£22,000
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## Grant Conditions:

### 1 The Funding

- 1.1 The Council shall pay the Funding to the Grantee on completion of this Agreement in accordance with the grant claims procedure at Appendix 1 and subject to the Grant Conditions set out herein and included in Appendix 3
- 1.2 The Grantee undertakes to use the Funding it receives from the Council for the purpose only of delivering the Project and for no other purpose whatsoever.
- 1.3 Without prejudice to the generality of clause 1.2 the Grantee agrees that:
  - it will spend the Funding wholly on Eligible Expenditure for the Project (as set out at Appendix 1);
  - the Funding is the entire sum which it is entitled to receive from Devon County Council for the provision of the Project and that any additional expenditure incurred, whether foreseen or not, must be met by the Grantee;
  - it will not make any changes to the Project without the Council's prior written consent; including any changes to items or suppliers as set out in Appendix 1.
  - it will comply with the obligations set out at Appendix 2 and 3 which are conditions of the UK Community Renewal Fund from which the Funding has been awarded
- 1.4 In the event that the Grantee fails to use the Funding for the purpose outlined in this Agreement or the Grantee acts fraudulently or negligently at any time during the undertaking of the Project or fails to comply with any of the conditions contained herein the Council shall be entitled to terminate this Agreement and require the Grantee to repay some or all of the Funding.
- 1.5 You declared in the Application and evidenced that you are not registered for Value Added Tax ("VAT") and will therefore be claiming VAT in your grant claims.

### 2. Subsidy Control

You have declared to us that the subsidy we are making through the Devon Elevation Fund will not result in your organisation receiving more than the permitted 325,000 SDR (approx. £350,000) through the Small Amounts of Funding Exemption during the current 3-year period.

The Council therefore confirms that as of the date of this agreement it is awarding a subsidy to your organisation by way of minimal financial assistance (Small Amounts of Funding Exemption).

The gross value of the subsidy is as stated in the grant amount awarded in section 1 of the agreement and Appendix 1 – Eligible Expenditure table.

You are required keep a written record detailing:

- (a) that your organisation has received a subsidy by way of minimal financial assistance,
- (b) the date on which it was given, and
- (c) the gross value amount of the assistance

### **PLEASE RETAIN THIS CONFIRMATION FOR YOUR RECORDS**

The Council's intention is that the Funding will be paid to the Grantee in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or

suspend payment of the Funding and/or require repayment of all or part of the Funding including terminating this Agreement immediately if:

- A court, tribunal or independent body or authority of competent jurisdiction requires any Funding paid to be recovered by reason of breach of the UK's obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation.

### **3. Records**

The Grantee must make available to the Council, at such times as it shall reasonably request, such information as the Council requires enabling it to satisfy itself that the Grantee is using the Funding in accordance with the terms and conditions of this Agreement. In particular the Grantee will maintain a financial audit trail in respect of the Project and make such audit trail available to the Nominated Officer upon reasonable notice together with all other financial records concerning the Project.

### **4. Monitoring**

The Council shall monitor the operation of this Agreement and the Grantee shall co-operate with and assist the Council by:

- Reporting to the Nominated Officer in the manner stated in Appendix 1 and 3.
- Providing it with such information as the Council may from time to time require in addition to the reporting to the Nominated Officer; and
- Meeting the Council if required to discuss any issues relevant to this Agreement.

### **5. Publicity**

The Grantee undertakes to co-operate with the Council with regard to any publicity the Council wishes to publish in connection with the Funding it has made pursuant to this Agreement. Please see Appendix 5 for guidance on publicity requirements.

### **6. Liability**

The Council accepts no liability whatsoever for the Project whether before, during or after its completion and the Grantee undertakes to indemnify and keep the Council indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Council in respect of any matter arising under this Agreement or in respect of the Project resulting in any successful claim by a third party.

### **7. Assignment**

The Grantee may not assign any or all of its rights under this Agreement without the prior written agreement of the Council.

### **8. Law**

This Agreement is made under and shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



## Grant Agreement

This Grant Agreement is signed on behalf of **the Grantee:**

Name:

Position:

Signature:

Date:

08/04/2022

The Grant Agreement is signed on behalf of **the Council:**

Name:

Position:

  

Signature:

Date:

## Appendix 1 – The Project

The project proposal/application was made by the Grantee and it was received on 27<sup>th</sup> February 2022 and is for a grant to support a project West Devon.

### Project Timescales

The <b>Start Date</b> , being the date on which this Agreement commences and the earliest date that expenditure incurred by you in relation to the Project can be Eligible Expenditure.	06/04/2022
The <b>Completion Date</b> , being the date by which you shall complete your Project <b>and</b> have submitted your final claim.	31/05/2022

### Project Finances

Revenue Items	Preferred Supplier	Cost	Notes on Eligibility
Accessibility report and Destination audit for Tavistock	Visit South Devon	£ 10,000	
Development of strategic marketing plan for World Heritage town	Visit South Devon	£ 15,000	
Capital	Preferred Supplier	Cost	
<b>Total Eligible Project Costs</b>		<b>£ 25,000</b>	
<b>Match funding</b>		<b>£ 3,000</b>	
<b>Eligible Grant Funding Request</b>		<b>£ 22,000</b>	

Please note: The Eligible Expenditure listed above cannot be added to, reduced or the specification altered without the prior written approval of the Council.

### CLAIM SUBMISSION

Claims must be submitted electronically to [def@drcompany.co.uk](mailto:def@drcompany.co.uk) along with all invoices and defrayal evidence. All claims will be settled within 28 days of receipt. It is the responsibility of the Grantee to ensure that Ineligible Expenditure is not included within claims. Such Ineligible Expenditure will be removed.

**All claims must be submitted by 31.05.2022**

It is the responsibility of the Grantee to ensure a valid and active bank account for the business has been provided to the Nominated Officer prior to submitting a claim. Failure to do so will result in your claim payment being delayed.

To add your bank account details please complete the **New Supplier Form** received with this Grant Agreement and return it to [def@drcompany.co.uk](mailto:def@drcompany.co.uk) before submitting your first claim. Grant Funding will be paid directly into the nominated bank account which should be the same as the bank statement you submitted with your application to the programme.

## OUTPUTS

*As part of your application, you have indicated that you will be able to achieve the following outputs. You will be required to report on this as part of your claim. In some cases these outputs may be different to what you have stated on your full application form however they were revised at initial check stage and discussed with you.*

Outputs		
Output	Notes on Eligibility	Number
Start up a new business		0
Create new jobs		0
Develop a Feasibility study	Destination audit	1
Introduce new products or services to the organisation		1
List of products / services	Marketing strategy	
Allowing your business to develop		1
Diversifying your business		1
Safeguarding the future of your business	There is no evidence that the organisation is at risk and therefore it cannot be safeguarded	0
Safeguarding existing jobs	There is no evidence that there are any jobs at risk of being lost in the next 6 months.	0
Increasing skills / training		0

## Appendix 2 – UK Community Renewal Fund Obligations

### 1. OBLIGATIONS

1.1 Throughout the duration of this Agreement and for a period of 7 years from the end of the Grant Period (defined as the period from which the Funding is awarded and ending on 30 June 2022), the Grantee shall:

1.1.1 maintain, and retain records of, appropriate internal financial systems, controls and procedures, including controls and procedures designed to adequately safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety or mismanagement of the Funding and provide the Secretary of State with a copy of such controls or procedures if requested; and

1.1.2 require its auditors to report to the Council or the Secretary of State on the adequacy or otherwise of the systems, controls and procedures referred to in clause 1.1.1 if requested by the Council or the Secretary of State;

1.1.3 retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Costs and income generated by the Project during the Grant Period.

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

1.3 The Grantee shall permit any person authorised by the Secretary of State for the purpose, at any time during and up to 7 years after the Grant Period to:

1.3.1 visit, with or without notice, the Grantee's premises and facilities and any Project activity sites; and

1.3.2 inspect and make copies of all relevant records, documents and other information in any form; and

1.3.3 access its representatives, delivery partners, sub-contractors and any other third parties involved in the Project

1.4 The Grantee shall take, or refrain from taking, all such action and provide all such support and cooperation as the Council may reasonably require to enable the Council to comply with its obligations under the Funding Agreement that it has entered into with the Secretary of State in respect of the UK Community Renewal Fund.

## Appendix 3 – Project Specific Conditions

None

## Appendix 4 – Advice in Relation to your Project

The following notes are for your information and advice only, They are intended to assist you with successful project delivery. Completion of any actions listed is not contractually binding

- It is recommended that you contact the Growth Hub for assistance with improving environmental performance: <https://www.heartofswgrowthhub.co.uk/business-support-programmes/make-it-net-zero-programme/>
- Before starting work the appointed contractor should determine from Tavistock BID how best to ensure collaboration in developing and implementing the two organisations' marketing strategies



## Appendix 5 – Publicity Requirements

As the Beneficiary of an approved Devon Elevation Fund project, we ask that you acknowledge DCC's support in any project publicity. If you decide to create any publicity material, the following conditions apply.

Any publicity material for the Project Activities must refer to the UK Community Renewal Fund under which the Grant and Funding was awarded and must feature the UK Government's logo.

### Electronic materials (including websites)

If you have a website for professional use, it must show:

- the name of the project
- the source of the funding: 'Devon County Council – Devon County Council – Devon Elevation Fund Community Renewal Fund'
- the Devon County Council logo
- the UK Government logo
- a description of the activity supported by the project

### Annex 1 – Publicity requirements Which logos to use

Beneficiaries must display the Devon County Council logo as below:



Additionally, the UK Government logo:



You should place these logos in a prominent position on all materials.

As a minimum, the logo, including the emblem and the wording, should be:

- 25mm height (portrait logo)
- 40mm width (landscape logo)

