



Department
for Environment
Food & Rural Affairs

T: 03459 33 55 77 or
08459 33 55 77
helpline@defra.gsi.gov.uk
www.gov.uk/defra

Our ref: RFI 6958
Date: 27 November 2014

Dear [REDACTED]

REQUEST FOR INFORMATION: Final offer letter issued to Great Asby Broadband in relation to application for RDPE grant funding

Thank you for your request for information, which we received on 18 October 2014, about Great Asby Broadband. As you know, we have handled your request under the Freedom of Information Act 2000 (FOIA). In addition, part of the contract relating to funding for acquiring and installing solar panels and wind turbines is classed as environmental information, so this element has been handled under the Environmental Information Regulations 2004 (EIRs).

The EIRs apply to requests for environmental information, which is a broad category of information defined in regulation 2 of the EIRs. Public authorities are required to handle requests for environmental information under the EIRs. They give similar access rights to the Freedom of Information Act 2000 (FOIA).

I enclose a copy of the information you requested:

- The final offer letter issued to Great Asby Broadband.

In keeping with the spirit and effect of the FOIA and EIRs, and in keeping with the government's Transparency Agenda, all information is assumed to be releasable to the public unless exempt. Therefore, the information released to you will now be published on www.gov.uk together with any related information that will provide a key to its wider context. Please note that this will not include your personal data.

I attach Annex A, which explains the copyright that applies to the information being released to you.

I also attach Annex B giving contact details should you be unhappy with the service you have received. If you have any queries about this letter please contact the address below.

Yours sincerely,

[REDACTED]
Defra FOIA and EIRs Team
InformationRequests@defra.gsi.gov.uk



Annex A

Copyright

The information supplied to you continues to be protected by copyright. You are free to use it for your own purposes, including for private study and non-commercial research, and for any other purpose authorised by an exception in current copyright law. Documents (except photographs or logos) can be also used in the UK without requiring permission for the purposes of news reporting. Any other re-use, for example commercial publication, would require the permission of the copyright holder.

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Copyright in other documents may rest with a third party. For information about obtaining permission from a third party see the [Intellectual Property Office's website](#).

Annex B

Complaints

If you are unhappy with the service you have received in relation to your request you may make a complaint or appeal against our decision under section 17(7) of the FOIA or under regulation 18 of the EIRs, as applicable, within 40 working days of the date of this letter. Please write to Mike Kaye, Head of Information Standards, Area 4D, Nobel House, 17 Smith Square, London, SW1P 3JR (email: requestforinfo@defra.gsi.gov.uk) and he will arrange for an internal review of your case. Details of Defra's complaints procedure are on our [website](#).

If you are not content with the outcome of the internal review, section 50 of the FOIA and regulation 18 of the EIRs gives you the right to apply directly to the Information Commissioner for a decision. Please note that generally the Information Commissioner cannot make a decision unless you have first exhausted Defra's own complaints procedure. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Great Asby Broadband Community Interest Company
The Hollies
Great Asby
Appleby in Westmorland
Cumbria
CA16 6HD

30 SEP 2010



FAO: Mr Miles Manderson

21 September 2010

Dear Sir

RDPE PROGRAMME 2007-2013

Project Reference: X01470PR/CFD183

Project Name: GREAT ASBY BROADBAND CIC – NEXT GENERATION ACCESS

1. I am pleased to inform you that the Cumbria Fells and Dales RDPE Local Action Group (LAG) Executive and the NWDA have approved the above application. The NWDA is acting as a delegated delivery body of the Rural Payments Agency under the Rural Development Programme for England (RDPE). This grant is partly funded through the European Agricultural Fund for Rural Development and through funding provided by Department for Environment, Food and Rural Affairs (DEFRA). **This grant is funded through Voluntary Modulation.**
- 1.1 NWDA shall be entitled to terminate the Contract, or to terminate the provision of any part of the services or deliverables by giving to you not less than 28 days' notice in writing to that effect without prejudice to any rights or remedies of you for breach of Contract. The Agency shall remain liable to you for payment of all costs in relation to all services or deliverables properly provided in accordance with the Contract up to and including the date of termination provided that the Agency shall have no liability in respect of costs incurred after the expiry of the notice period. Once it has given such notice, the Agency may extend the period of notice at any time before it expires subject to agreement of the level of services or deliverables to be provided by you during the period of extension. For the avoidance of doubt, the Agency shall not be obliged to pay cancellation charge or other compensation to you (including without limitation in respect of redundancy payments for your employees, or loss of profits) by reason solely of the termination of the Contract by the Agency".
- 1.2 Please note that any responsibility to comply with the general law, including the Competition Act or the provisions of Articles 81 and/or 82 of the EC Treaty, remains solely and exclusively the responsibility of you.

2. This letter sets out the details of the grant awarded together with the terms on which the grant is made. The grant is offered subject to the terms of:
 - 2.1 This letter;
 - 2.2 The Standard Conditions of Grant set out in Schedule 2;
 - 2.3 The amount of the grant provided under this contract will be in accordance with the Expenditure Profile contained in Schedule 1, Part 2.
3. The principal contact for this project is Ian Winchester, Cumbria Fells and Dales RDPE LAG, The Old Stables, Redhills, Penrith, CA11 0DT (Tel: 01768 869533). In any correspondence please quote the project reference number: X01470PR/CFD183
4. If you wish to receive grant for the support of the project and you are willing to comply with the terms of the grant, please sign the acknowledgement on both the original and duplicate of this letter and return one copy to the **Regeneration Support Team, Unit 5a Lakeland Business Park, Cockermouth, CA13 0QT.**
5. **This offer of grant will remain open for acceptance for 30 days from the date of this letter and will automatically lapse if we have not received the signed offer letter on or before the end of the 30 day period.**

Yours faithfully



Nancy Tweddell
Contract Manager - RDPE

**Encs: Guide to Managing RDPE Project
Claim Forms x 1
CREG 16 Form
VAT Declaration Form**

Acknowledgment of offer of Grant

PLEASE DO NOT DETACH THE ACKNOWLEDGEMENT FROM THE OFFER LETTER

- 1 I/We acknowledge receipt of this letter. I/We confirm that we wish to receive grant for support of the project and accept the terms of the grant.

- 2 **The parties to this agreement are:**

The Cumbria Fells & Dales RDPE Local Action Group, The Old Stables, Redhills, Penrith, Cumbria, CA11 0DT

and

Great Asby Broadband Community Interest Company, The Hollies, Great Asby, Appleby in Westmorland, Cumbria, CA16 6HD

- 3 I/We confirm that the CREG 16 form has been forwarded to the Rural Payments Agency in Newcastle (Please note that we are unable to pay your claim until this information has been received by the RPA).

- 4 I/We return herewith the signed VAT Declaration form.

- 5 **SIGNED [NOTE: this should be the person(s) who signed the application form and the person(s) who will sign future grant claims]**

SIGNATURE: 

NAME (IN BLOCK CAPITALS): MILES MANDELSON

POSITION: CHAIRMAN

DATE: 22 September 2010

SIGNATURE:

NAME (IN BLOCK CAPITALS):

POSITION:

DATE:

Schedule 1

PART 1: UNDERLYING PRINCIPLES AND SPECIAL CONDITIONS

1.1 The objectives of this contract

- 1.1.1 The contract is to provide funding to the applicant to install off-grid solar panels and wind turbines to power a Next Generation Broadband Service and acquire broadband distribution equipment and technical support.
- 1.1.2 Contracts (Rights of Third Parties) Act 1999 shall not apply except in so far as a beneficiary is unable to claim RDPE from the applicant due to prior termination of this agreement by the Agency.
- 1.1.3 Insurance liability will lie with the agency for all natural disasters and exceptional occurrences within the meaning of Article 87(2) EC Treaty. In all other cases the applicant shall ensure that all parties involved in this project raise or maintain the appropriate level of insurance cover.
- 1.1.4 The key objectives of this contract include:
- To promote the use of EU and Defra funds in the support of rural businesses and communities.
 - To facilitate greater productivity and community cohesiveness by enabling greater rural broadband access.

1.2 Publicity requirements

The EU legislation and EU auditors place great emphasis on the publicity of the EU and Defra funding for RDPE. The applicant must ensure that they implement the publicity requirements and this will be checked during the routine inspections of claims and records.

1.3 Equality and diversity

The applicant is aware of the equality and diversity legislation and it will take full account of this when delivering this contract.

1.4 Publicising the EU and Defra support

- 1.4.1 To meet our obligations under the Data Protection Act 1998 we need to explain how we will handle the information you give us. Because this grant will involve expenditure of public money, there is public interest in how the money is spent. In addition, the EU Regulations require us to make a certain amount of information available about who has received money under the Rural Development Programme.
- 1.4.2 Therefore Defra may, in certain circumstances, make information about your application and agreement publicly available for this purpose. It will also publish an annual list of all receiving financial support under the Programme, which will be available on a Government Website. We may also need to disclose details about your application and agreement to other organisations or individuals for administration, evaluation or monitoring purposes. Such information may be

released upon request under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000. Details disclosed may include your name, the name of your farm or business, grid references, and the payments you receive.

1.5 VAT

In the unlikely event that some or all aspects of this agreement are regarded as being taxable supplies then all payments made by NWDA under this agreement shall be gross of VAT.

PART 2: FUNDING ALLOCATIONS AND GRANT CLAIM TARGETS

2.1 Your project is eligible to incur expenditure from the date of this Offer Letter. The project must be completed to the satisfaction of the Cumbria Fells and Dales RDPE Programme and NWDA no later than **31 March 2011**.

2.2 Funding profile by year, by measure and by funding source (RDPE)

2.2.1 Allocation for **Great Asby Broadband CIC – Next Generation Access under Measure 321** is **£10,768 (VM)** or **40% of the eligible expenditure**, whichever is the lesser.

2.2.2 Grant claims target profile, by month and year

	Year 1 (2010/11)
CLAIM NO 1	£
Measure 321	£10,768
10 March 2011	

2.2.3 Breakdown of spend of eligible costs (budget headings)

	Financial Year 1 2010/11
CAPITAL:	
Equipment (distribution equipment: nodes, access points, UPS and containment; and customer premises equipment)	£15,924
Off-grid solar/wind turbine	£1,378
REVENUE:	
Professional technical support	£9,619
TOTAL PROJECT COST:	£26,921

2.2.4 The LAG shall only be liable to pay against eligible costs in each year up to the individual levels stated above. If you do not incur and claim the full eligible costs for the relevant financial year then you may lose your right to claim that element of eligible costs.

2.2.5 **The Applicant must note that only eligible expenditure (that has been defrayed at the time the claim is submitted), will be paid.**

2.3 Special Conditions

Special Condition 1	Applicant to ensure that EU procurement rules and regulations are adhered to
Special Condition 2	Project to be completed and costs defrayed by 31 March 2010
Special Condition 3	Applicant to attend a Pre Project Implementation Meeting

PART 3: KEY PROJECT MILESTONES AND OUTPUT TARGETS

3.1 Milestones

	Project start date	As per offer letter
Stage 1	Installation works	January 2011
Stage 2	Service activation	February 2011
	Project finish date	31 March 2011

3.2 Outputs and Results

Output	Number	Measure	RDPE/LAG Outputs	Normal evidence
Community action supported	1	M321	RDPE Output	Applicant to detail actions delivered
Population in rural area benefiting from improved service	100	M321	RDPE Output	Benefit accrued in public domain, all population in defined area in 2001 census
Increase in internet penetration in rural area	5	M321	RDPE Output	Details of all individuals actually accepting service

- 3.3 Any amendments to these **must** be notified in writing to the Cumbria Fells and Dales RDPE office as soon as possible and **must be agreed in writing before the changes take place.**

Schedule 2

STANDARD CONDITIONS OF THE RURAL DEVELOPMENT PROGRAMME FOR ENGLAND (RDPE) GRANT

1. NWDA makes this agreement as a delegated delivery body of the Rural Payments Agency under the Rural Development Programme for England as an agent of the Rural Payments Agency.
2. You will allow representatives of the Cumbria Fells and Dales RDPE Local Action Group (LAG), the NWDA, the Rural Payments Agency, Defra, the National Audit Office, the European Commission and the European Court of Auditors to have access to your premises and records at all reasonable hours for the purpose of exercising their duty to monitor the compliance of the project holder with the requirements of the grant. All people on your staff shall provide all reasonable assistance to the above organisations during their monitoring activities.
3. Claims for payment should be supported by original invoices and bank statements. Should these documents not be submitted in support of a claim then the LAG will reject the grant claim. **Cash payments must not** be made for any items on which you wish to claim grant aid. This is because it is impossible to provide a satisfactory audit trail for cash payments. **Any cash payments included on your grant claim will be rejected.** Where the grant is awarded for items on a proportional basis, itemised records must be maintained to demonstrate how the amounts that are eligible for grant funding relate to each of the original invoices and/or salary records. All documents forming the basis of claims for payment shall be retained for 6 years from the date of the final payment under the agreement.
4. You are obliged to notify the LAG of any changes that may potentially affect the eligibility of the project - e.g. if your circumstances or status changes, any new European or national funding is obtained, or any changes in the ownership of the business or the grant aided assets.
5. The LAG will inform the NWDA of any cases of suspected fraud who will then notify the relevant authorities.
6. Any amendments to this agreement will be recorded in writing, dated and signed by both parties.
7. The project holder confirms that they have received and understood the RDPE guidance provided to them by the NWDA and that they will observe the requirements and conditions this places upon them including those relating to enduring investments.
8. By signing this letter the project holder confirms that they will comply with Council Regulation (EC) 1698/2005 and with the Commission Regulations (EC) 1974/2006 and (EC) 1975/2006 and with any other applicable legislation including Statutory Instrument 2007/75 all as may be amended from time to time.

9. The grant is provided for the sole purpose of funding the project set out in your application and you will not use the grant for any purpose except carrying out the project in accordance with the application and this letter.
10. Grant will be paid in respect of eligible expenditure incurred on or after the date of this Offer Letter. **Any expenditure incurred prior to the offer letter date will be ineligible for grant support.** Input Value Added Tax can not be included as eligible expenditure unless you can demonstrate that it was not possible to reclaim the tax paid from HM Customs & Excise.
11. Equipment and other assets such as buildings purchased with or primarily with the grant must be used for the project. They must not be sold or transferred to anyone before 5 years from the date of the last grant payment.
12. You may not transfer funds. Nor may you depart from the periodic profile of expenditure shown in Schedule 2.3, in each case without first obtaining the LAGs written consent. You may not carry forward expenditure from one accounting year to another without first obtaining the LAGs written consent.
13. You must carry out the project in accordance with the application and this letter. **Only eligible expenditure (that has been defrayed at the time that the claim is submitted), will be paid.**
14. **You may not change the project without first obtaining the LAGs written consent.** You will notify the LAG immediately if there is any change of, or proposal to change, any of the key individuals. You will ensure that, if any key individual is no longer, for any reason, involved in the project, he/she is replaced by a person acceptable to the LAG as soon as possible.
15. You must ensure that the project is carried out in accordance with all relevant legislation and regulations, and that all necessary licences and consents for the project are obtained and maintained throughout the project period.
16. You confirm that:
 - 16.1 there are no facts or circumstances that might affect the decision of the LAG to award or not to award the grant that have not been disclosed to the LAG;
 - 16.2 you are not aware of any circumstances that might affect your ability to carry out the project or the success of the project and that have not been disclosed to the LAG;
 - 16.3 you will immediately disclose to the LAG all material circumstances or any change of circumstance that might affect the LAGs decision to pay any instalment of the grant;
 - 16.4 if you are offered or receive any funding or other aid or assistance for the project from any central or local government body or authority, any statutory undertaking, any other public body or authority or any other body funded by public money, you will notify the LAG immediately giving full details of the funding, aid or assistance offered or received.
17. The LAG will not be liable for any act or omission by you or of any other person involved in the project.

18. If you breach the terms of the grant (and, in the case of a breach capable of remedy, fail to remedy that breach within 30 days after being requested the LAG to remedy it), or you fail to meet any of the outcomes and milestones, or if there is any breach of any State Aid Rule, or if any offence under the Prevent of Corruption Acts 1889 to 1916 is committed, the LAG may, by giving notice to you, do any or all of the following:

18.1 suspend payment of the grant;

18.2 withdraw the grant;

18.3 require the grant to be repaid (partially or in full);

18.4 require any asset whose purchase or acquisition has been funded using the grant to be transferred to NWDA;

18.5 terminate this letter.

19. If repayment of all or part of the grant is required to comply with any State Aid Rule or by the European Commission or Defra, NWDA may require the repayment of the grant (partially or in full) and you will immediately repay the same.

20. If NWDA requires all or any part of the Grant to be repaid under paragraph 18.3 you will immediately make the repayment and also pay interest at the rate of LIBOR + 1% plus any penalties from the date of NWDA's notice requiring repayment to the date of repayment (both before and after judgment). If any repayment of the Grant is made under paragraph 24, you will also pay interest at the rate then required under or by virtue of any State Aid Rule for such period as may be required under or by virtue of any State Aid Rule.

21. The LAG may terminate this letter with immediate effect by giving notice to you if you become insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors.

22. The LAG may terminate this letter at any time on the expiry of not less than six months written notice to you, giving the reasons why.

23. You may not assign or transfer any rights granted by the LAG pursuant to this letter as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the LAG.

24. No one except a party to this letter has any right to prevent the amendment of this letter or its termination, or to prevent any amendment of this, and no one except a party to this letter may enforce any benefit conferred by this letter.

25. The terms of the grant are governed by, and are to be construed in accordance with English law. The English Courts will have exclusive jurisdiction to deal with any dispute between NWDA and you in connection with the project or the grant or which has arisen or may arise out of, or in connection with this letter.

Annex 1

RDPE INDICATIVE DESCRIPTION OF INFORMATION REQUIREMENTS FOR A SUFFICIENT AUDIT TRAIL

A sufficient audit trail, as referred to in Article 36(1) of R1975/2006, is present when, for a given assistance:

- (a) it allows for a reconciliation between the global amounts declared to the LAG and the invoices, accounting and other supporting documents held by the Accountable body and local action group;
 - (b) it allows for a verification of the payment of the public expenditure to the beneficiary;
 - (c) it allows for the verification of the application of selection criteria to the operations financed by the RDPE;
 - (d) it contains, as far as it is appropriate, the financial plan, reports of activities, documents relating to the granting of support, documents relative to public tendering procedures and reports relating to any controls carried out.
-

"Valuing the landscape,
its products and its people"



Cumbria
Fells & Dales
RDPE Local Action Group

Sustaining farm and rural livelihoods
in and around the Cumbrian Uplands

23 September 2010

Mr Miles Mandelson
Great Asby Broadband CIC
The Hollies
Great Asby
Appleby in Westmorland
Cumbria
CA16 6HD

Dear Mr Mandelson

PROJECT NAME: GREAT ASBY BROADBAND CIC – NEXT GENERATION ACCESS
PROJECT REF: X01470PR/CFD183

Further to your contact with this office regarding errors in your contract, this letter should be retained with that document for future reference.

Amendment to Special Condition 2

Amendment to read: "Project to be completed and costs defrayed by 31 March 2011".

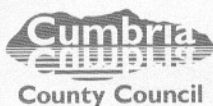
Our apologies for mis-spelling your name, and we appreciate you having brought this issue to our attention.

Yours sincerely

A handwritten signature in black ink that reads "A. Banford". The signature is fluid and cursive.

Adrian Banford
Programme Manager

cc: CSST
NWDA



The European Agricultural
Fund for Rural Development:
Europe investing in rural areas



"Valuing the landscape,
its products and its people"



Cumbria
Fells & Dales
RDPE Local Action Group

6th December 2010

Sustaining farm and rural livelihoods
in and around the Cumbrian Uplands

Great Asby Broadband Community Interest Group
The Hollies
Great Asby
Appleby in Westmorland
Cumbria
CA16 6HD

FAO: Mr Miles Mandelson

Dear Miles,

PROJECT NAME: GREAT ASBY BROADBAND CIC – NEXT GENERATION ACCESS
PROJECT REF: X01470PR/CFD183

Thank you for the update regarding your project. This letter is to confirm the variation on your offer letter via the introduction of an interim claim as your project is spending ahead of schedule. The deadlines for the new claim periods are listed below:

	Year 1 (2010/11)
	£
CLAIM NO 1 Measure 321 20 th Dec 2010	7,200
CLAIM NO 2 Measure 321 10th March 2011	3,568
	(£10,768)

Yours sincerely

Adrian Banford
Programme Manager



The European Agricultural
Fund for Rural Development:
Europe investing in rural areas

