

# Woodland Creation Planning Grant (WCPG)

## Grant Funding Agreement (Terms and Conditions)

### Change log

Version	Publication Date	Key Changes
8.0	26 March 2026	<ul style="list-style-type: none"><li>- Whole document: Updated to follow Model Grant Framework Agreement format</li><li>- Paragraph 3.2 - Five year duration applied to validity of final design plan</li><li>- Paragraph 31.1 - Force majeure deadline changed from 15 to 40 days</li><li>- Annex 3:1.8 – Clarification that Supplementary Payment Work may be required to be repeated if enough time has elapsed that original work is outdated</li></ul>

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**This Grant Funding Agreement is made on the Commencement Date.**

**Between:**

- (1) FORESTRY COMMISSION, whose principal address is at 620 Bristol Business Park, Coldhambour Lane, Bristol, BS16 1EJ (considered as the '**Authority**')
- (2) The GRANT RECIPIENT, whose full name and principal address are recorded on the Grant Offer Letter from the Authority (considered as the '**Grant Recipient**')

**In relation to: The Woodland Creation Planning Grant (WCPG)**

## **BACKGROUND**

- (A) The Grant is made pursuant to section 1 (1) of the Forestry Act 1979 and in accordance with section 41 of the Forestry Act 1967
- (B) The Authority ran a competition for grant applications in respect of the Woodland Creation Planning Grant (WCPG)
- (C) The Grant Recipient was successful under that competition, and the Authority awarded it a Grant to deliver the Funded Activities detailed in Annex [1]
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement
- (E) The Grant Recipient will use the Grant solely for the Funded Activities detailed in Annex [1]

These conditions collectively (the **Conditions**) are as follows:

### **1. INTRODUCTION**

- 1.1. This Grant Funding Agreement shall be comprised of the following documents, incorporated by reference herein:
  - (a) The Terms and Conditions set out within this Grant Funding Agreement including Annexes
  - (b) The Authority's Grant Offer Letter and the Grant Recipient's Acceptance Letter
  - (c) The Grant Recipient's WCPG Application and Plan (WCPG AAP)
  - (d) Agreement Map (and supporting template maps, where relevant).
- 1.2. This Grant Funding Agreement sets out the Conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.3. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.4. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient's WCPG Woodland Creation Design Plan (WCDP) for the site area and site

condition as proposed in the WCPG AAP (for the avoidance of doubt, the Grant is not available for provision of woodland creation and maintenance of existing woodland).

- 1.5. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

**Acceptance** means the acceptance of this Grant Funding Agreement by the Grant Recipient, confirmed by the Grant Recipient signing and returning the Acceptance Letter, within fourteen (14) days from the date of the Grant Offer Letter;

**Acceptance Letter** means the signed letter the Grant Recipient returns to the Authority to confirm acceptance of the Grant Offer;

**Agreement** means the agreement relating to the Grant between you and Forestry Commission, which consists of these Terms and Conditions (set out below), the Offer Letter(s), and where applicable, the Standard Brief;

**Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

**Authority Personal Data** means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

**Bribery Act** means 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 this legislation;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available [here](#), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Recipient confirms Acceptance of this Grant Funding Agreement through signing and returning the Acceptance Letter at point of Stage 1 offer;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data; and

(d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller and Processor** take the meaning given in the GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**Data Protection Legislation** means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) (to the extent that it applies) the EU GDPR; (iv) all applicable Law relating to the processing of Personal Data and privacy;

**Declaration Form** means the Grant Recipient's Declaration Form submitted with the WCPG Application and Plan, providing the authorisation signature for the Application and Plan and stated declarations.

**Design Concept Plan** means an annotated spatial plan showing one option for the design of the woodland, shaped by the findings of the Site Appraisal Plan;

**DPA 2018** means the Data Protection Act 2018;

**Duplicate Funding** means funding provided by a Third Party (for the avoidance of doubt, including private investors and a government entity other than the Authority) to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

**EIR** means the Environmental Information Regulations 2004;

**Eligibility Criteria** mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Eligible Land** means undeveloped land not already classified as woodland, that is entirely based in England and for which the Grant Recipient has Management Control. Eligible Land is also not the subject of a current tenancy dispute, nor subject to another obligation which is incompatible with the Grant;

**Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

**EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

**Event of Default** means an event or circumstance set out in paragraph 26.1;

**Final Woodland Creation Design Plan** means a spatial plan that accompanies the completed WCPG Application and Plan and shows the preferred design option for the woodland proposal, including detail on the species selection, fencing and protection, ground preparation, stocking density, location of open ground and woodland edge transitions, watercourses, notable features, proposed infrastructure (including any recreational facility proposed), and access points;

**Financial Year** means from 1 April to 31 March;

**Fixed Asset** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed in connection with the Funded Activities;

**Fixed Payment** means a payment of £1,500 for completion and approval of Stage 1 Work;

**FOIA** means the Freedom of Information Act 2000 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;

**Funded Activities** means the activities set out in Annex 1;

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date;

**General Data Protection Regulation and GDPR** means the General Data Protection Regulation (EU) 2016/679;

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26;

**Grant Claim** means the WCPG Claim Form submitted by the Grant Recipient to the Authority for payment of the Grant;

**Grant Funding Agreement** means these Conditions together with its annexes and schedules, the WCPG Application and Plan, Agreement Map and the Grant Offer and Acceptance Letters;

**Grant Offer** means the sum or sums of money that is or are payable to the Grant Recipient in accordance with this Agreement (as set out in the Grant Offer Letter);

**Grant Offer Letter** means the letter the Authority issued to the Grant Recipient confirming the Grant Offer including:

- (a) Stage 1 Offer Letter accompanying these Terms and Conditions, which give details of the Stage 1 work;
- (b) Stage 2 Offer Letter where applicable giving details of the Stage 2 work;
- (c) Supplementary Payment Offer Letter where applicable giving details of the Supplementary Payment work;

**HMRC** means HM Revenue and Customs;

**HRA** means the Human Rights Act 1998 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;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IP Completion Day** has the meaning given to it in the European Union (Withdrawal) Act 2020;

**IPR Material** means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Independent Controller** means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

**Instalment Period** means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Land** means all units of Eligible Land which are proposed for the Funded Activities and in relation to which claims for funding can or have been made under this Grant Funding Agreement;

**Land Holding** means the area of land under the ownership of the same landowner;

**Landowner** means the individual, or entity or corporation that owns the land;

**Landscape Context Plan** means a map showing the location and boundary of the proposed woodland creation site on a colour Ordnance Survey backdrop, with annotations highlighting important features and characteristics of the site and wider landscape context that will be relevant to the planning and design process;

**Law** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Management Control** means that the Grant Recipient has the legal dominion and or legal rights over the Land enabling it to undertake the Funded Activities thereon;

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

**Procurement Regulations** means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time; and/or as applicable, the Procurement Act 2023 and any secondary legislation (such as regulations) other Law made pursuant to the Procurement Act 2023;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
- (b) committing any offence:
  - (iii) under the Bribery Act;
  - (iv) under legislation creating offences in respect of fraudulent acts; or

- (v) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant Funding Agreement or the Authority;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 26.4;

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Scheme** means the Woodland Creation Planning Grant managed by Forestry Commission;

**Site Appraisal Plan** means a map or maps that clearly show how the constraints and opportunities have informed the woodland's design. This will include a bar and written scale, north sign and clear annotation. The scale of the plan will ensure the key features and their character are clearly legible and it is possible to see the relationship between them;

**Site-Specific Conditions** means Conditions of the Grant specific to the Land subject of the Funded Activities, set by Authority personnel including Woodland Creation Officers, Woodland Officers and Technical Specialists. These may be communicated orally or in writing, formally or informally, with the Grant Recipient or their Agent following the Authority's review of the grant application, its supporting material or on-site surveys, prior to agreement. Site-Specific Conditions could include specific requirements such as the location of infrastructure, geographical, archaeological or natural features that should be avoided or undisturbed, future timber extraction routes, and any specific planting requirements;

**Special Payments** means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but are not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

**Stage 1 Work** means:

- (i) a desk-based review of datasets to complete Stage 1 of the Woodland Creation Planning Grant Application and Plan and recording of the results (including the key features and constraints affecting the woodland's design, presentation of the key features in a Landscape Context Map(s))
- (ii) any additional supporting documents produced that provide further information to support (i) above.

**Stage 2 Work** means:

- (i) field survey and analysis to validate the data collected through the Stage 1 Work, production of a Site Appraisal Plan and a Design Concept Plan
- (ii) completion of Stage 2 of the Woodland Creation Planning Grant Application and Plan and production of the supporting Final Woodland Creation Design Plan

- (iii) any additional supporting documents produced that provide further information to support (i) and (ii) above. Where the Stage 1 Work identifies the presence of existing semi-natural habitat, a Phase 2 Habitat survey will be required.

**Standard Brief** means a specification for survey or assessment work which Forestry Commission will provide, where required, and support under a Supplementary Payment;

**Standard Payment** means the payment based on the area under the Scheme as further detailed in Annex [3];

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

**Subsidy Control Act** means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

**Succession** means the transfer of the legal interest in the whole or part of the Eligible Land and subject to the Grant, held by the Grant Recipient at the Commencement Date of the Agreement, from the Grant Recipient to a Successor;

**Successor** means a third party who obtains the legal interest in the whole or part of the Eligible Land subject to the Grant, held by the Grant Recipient at the Commencement Date of the Grant Funding Agreement, from the Grant Recipient;

**Supplementary Outputs** means any specialist surveys, assessments, and/or reports obtained by means of Supplementary Payment and, if applicable, in accordance with the Standard Brief;

**Supplementary Payment** means a contribution to the actual costs of the Supplementary Work at the rate of support set out in Annex [3];

**Supplementary Work** means the specialist work, which goes beyond the Stage 1 Work or the Stage 2 Work, to gather and analyse information and prepare the Supplementary Outputs which are required to complete the Woodland Creation Planning Grant Application and Plan to the sufficient United Kingdom Forestry Standard. Where applicable this work will be required to meet the requirements of any Standard Brief provided by Forestry Commission;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**United Kingdom Forestry Standard (UKFS)** means the reference standard for sustainable forest management in the UK. It outlines the context for forestry, sets out the approach of the UK governments to sustainable forest management, defines

standards and requirements, and provides a basis for regulation and monitoring – including national and international reporting.

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Woodland** means land under stands of trees with a canopy cover of at least 20% (or having the potential to achieve this), including integral open space, and including felled areas that are awaiting restocking;

**Woodland Creation Planning Grant Application and Plan (WCPG AAP)** means the document available from Gov.uk to complete:

- (i) the initial application to the Woodland Creation Planning Grant;
- (ii) the Stage 1 Work to receive the Fixed Payment (and where applicable, any Supplementary Payment(s));
- (iii) if a Stage 2 Offer has been made, the Stage 2 Work to receive the Standard Payment (and where applicable, any Supplementary Payment(s))

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

2.2.1. the singular includes the plural and vice versa;

2.2.2 reference to a gender includes the other gender and the neuter;

2.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.2.5 any reference in these Conditions which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):

- (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

2.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.2.7 references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

2.2.8 references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;

2.2.9 references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and

2.2.10 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1 the Conditions set out within this Grant Funding Agreement;

- 2.3.2 the Authority's Grant Offer Letter;
- 2.3.3 the Grant Recipient's WCPG Application and Plan;
- 2.3.4 agreement map

## **CONDITIONS**

### **3. DURATION AND PURPOSE OF THE GRANT**

- 3.1. The Funding Period starts on the Commencement Date and ends on the respective dates set out in paragraph 3.2. and Annex [1a], unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Funding Agreement and these Conditions shall continue in effect for five (5) years from the date the Stage 2 Work has been completed. This date shall be from the point the Standard Payment has been confirmed as paid by the Authority to the Grant Recipient in the Stage 2 Works Payment Letter.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on thirty [30] days' written notice to the Grant Recipient.
- 3.5. The Grant Recipient shall comply with the further specific Conditions and Eligibility Criteria contained at Annex [2].
- 3.6. The Grant Recipient acknowledges and agrees that work undertaken before the Commencement Date of this Grant Funding Agreement may not be funded as set out in Annex [1A].

### **4. PAYMENT OF GRANT**

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient upon approval of the valid and completed Stage 1, Stage 2 or Supplementary Payment Work in accordance with the funding details set out in Annex [3]. The Authority shall pay the Grant in pound sterling (GBP).
- 4.1. The Grant Recipient must complete and sign the Grant Claim form in order to receive Grant funding payment, as well as complete a Supplier Creation Form sent at the point of offer if the Authority doesn't already have an up-to-date account of banking details on file. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.2. The signatory must be the Grant Recipient or someone with proper delegated authority on behalf of the Grant Recipient. Any change of bank details must be notified through submission of a Supplier Amendment Form, available on request to the Authority, and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.

- 4.3. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.4. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities, and only up to and including the Maximum Sum stated in the Grant Offer Letter. The Authority has discretion to not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full where relevant, and the Funded Activities have been delivered during the Funding Period.
- 4.5. On request, the Grant Recipient will provide the Authority with evidence of the costs, which are classified as Eligible Expenditure in paragraph 5.1, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.6. The Grant Recipient agrees that:
  - 4.6.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
  - 4.6.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
  - 4.6.3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
    - (i) the Grant will be used for Eligible Expenditure only; and
    - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.7. The Grant Recipient shall submit by Grant Claim for Payments (Stage 1, Stage 2 and/or Supplementary Payment Works) within three [3] months' of completing the works, with a completed Claim Form and the supporting documentation as prescribed by the Authority in the Grant Offer letter.
- 4.8. Unless otherwise stated in these Conditions, payment of the Grant will be made within thirty [30] days of the Authority approving the Grant Recipient's Grant Claim.
- 4.9. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.10. The Authority reserves the right not to pay any Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.11. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.11, shall fall due immediately. If the Grant Recipient fails to repay the due sum within sixty [60] days' the sum will be recoverable summarily as a civil debt.

- 4.12. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.13. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.14. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.15. If the Grant Recipient is required to repay grant funds under any other Government grant scheme, part or all of the Grant Recipient's WCPG claim may not be paid out to the Grant Recipient but instead used to repay what is owed to the Government. Similarly, if the Grant Recipient is required to repay grant funds under their WCPG agreement, such funds may be collected via other grant schemes held by the Grant Recipient with Government.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex [1] of these Conditions).
- 5.2. For the avoidance of doubt, the following costs/payments will not be classified as Eligible Expenditure, even if incurred for the purposes of the Funded Activities, and the Grant Funding may not be used for payment of these:
  - 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.
  - 5.2.2. giving evidence to Parliamentary Select Committees;
  - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5. providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
- 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- 5.3.3. using the Grant to petition for additional funding;
- 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.3.5. input VAT reclaimable by the Grant Recipient from HMRC;
- 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
  - 5.4.1. contributions in kind;
  - 5.4.2. interest payments or service charge payments for finance leases;
  - 5.4.3. gifts;
  - 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.5. payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.6. bad debts to related parties;
  - 5.4.7. payments for unfair dismissal or other compensation;
  - 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
  - 5.4.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. ANNUAL GRANT REVIEW – NOT USED**

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall:

- 7.1.1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.1.2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.1.3. permit any person authorised by the Authority (or its authorised representatives) reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.1.4. permit any person authorised by the Authority (or its authorised representatives) entitlement (and you will facilitate and grant full access to Forestry Commission) to inspect your land or premises, at all reasonable times and on reasonable notice, for the purpose of ensuring that the Terms and Conditions of this Agreement have been complied with.
- 7.1.5. provide the Authority with:
  - (i) the progress made towards achieving the agreed outputs and the defined longer-term outcomes of the Agreement. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' objectives; and
  - (ii) if relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.1.6. notify the Authority as soon as reasonably practicable of:
  - (i) any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - (ii) actual or potential variations to the Eligible Expenditure set out in the WCPG Application and Plan and/or any event which materially affects the continued accuracy of such information.
- 7.2. The Grant Recipient represents and undertakes:
  - 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. The Authority may, at any time during and up to five [5] years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.2. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within fourteen [14] days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.3. The Grant Recipient shall:
  - 8.3.1. [if applicable] nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.3.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
  - 8.3.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

### **Retention of documents**

- 8.4. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of seven [7] years from the date on which the Funding Period ends.
- 8.5. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of seven [7] years from the date on which the Funding Period ends.
- 8.6. Upon request from the Authority the Grant Recipient will promptly provide revised forecasts of income and expenditure.
- 8.7. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.
- 8.8. Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.9. The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five [5] days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraphs [8.7] or [8.8] of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 26.1.1 of these Conditions.

**9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

**10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

**11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
  - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **14. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate Independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - (ii) will be individually and separately responsible for its own compliance; and
  - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

### **FOIA/EIR**

- 14.4. The Grant Recipient agrees to provide all necessary assistance and cooperation which is reasonably requested by the Authority for the purposes of complying with its obligations under the FOIA and the EIR. If the Grant Recipient is required to supply information pursuant to a FOIA/EIR request, it shall supply all such information which is within its possession or control within five (5) Working Days (or such other period as the Authority shall reasonably require).
- 14.5. Subject to its own statutory duties, if the Grant Recipient receives a FOIA/EIR request from a member of the public for information where the Authority is the Data Processor, it shall not respond to the request but shall forward the request to the Authority within two (2) Working Days of receipt.
- 14.6. Subject to its own statutory duties, if the Grant Recipient receives a FOIA/EIR request from a member of the public for information where the Authority is the Data Processor, it shall not respond to the request but shall forward the request to the Authority within two (2) Working Days of receipt.

### **Public Procurement**

- 14.7. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.8. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the

Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

## **15. SUBSIDY CONTROL**

- 15.1. The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 15.2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

## **17. ENVIRONMENTAL REQUIREMENTS**

- 17.1. The Grant Recipient shall perform the Funded Activities at all times in compliance with the UKFS.
- 17.2. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.3. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment,

to include the use of all packaging, which should be capable of recovery for re-use or recycling.

- 17.4. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

**18. ASSETS – NOT USED**

**19. INSURANCE**

- 19.1. The Grant Recipient will during the term of the Funding Period and for five [5] years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

**20. ASSIGNMENT, SUCCESSION AND NOVATION**

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. The Grant Recipient shall notify the Authority if there is a change affecting any part of the Land which could prejudice the carrying out of the Funded Activities, including (without limitation) changes to any lease or tenancy, grant of a new leasehold interest over the whole or part of such Land, permanent boundary changes, grant of a licence or any contractual interest in the Land, acquisition of any new land or a Succession ("**Notifiable Change**") no later than three [3] months of the Notifiable Change taking place.
- 20.3. With the prior written agreement of the Authority and at its sole discretion, the Grant Recipient may novate this Grant Funding Agreement to a Successor pursuant to a Novation Agreement (Novation), within twelve (12) months of completion of a Succession, such Novation at all times to be subject to paragraph 26. The Grant Recipient acknowledges and agrees that if a Succession occurs and a Novation Agreement executed by the Grant Recipient and the Successor is not received by the Authorised Representative on or before twelve (12) months after the Succession for any reason, the Authority may exercise its discretion to recover the full amount of the Grant and any other sums actually received by the Grant Recipient pursuant to this Agreement and to terminate this Agreement in accordance with paragraph 26.

**21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY – NOT USED**

**22. LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:
  - 22.1.1. writing off any debts or liabilities;
  - 22.1.2. offering to make any Special Payments; or
  - 22.1.3. giving any gifts,in connection with this Grant Funding Agreement.
- 22.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

### **23. BORROWING**

- 23.1. In accordance with paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
  - 23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; or
  - 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

### **24. PUBLICITY**

- 24.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2 of these Conditions.
- 24.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 24.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and the Grant Recipient must ask the Authority for permission to feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must also seek permission from the Authority.
- 24.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include, with permission, the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

- 24.6. In using the Authority's name and logo, following the Authority giving permission, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

**25. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 25.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 25.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

**26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

**Events of Default**

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
- 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
  - 26.1.3. where delivery of the Funded Activities do not start within three [3] months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
  - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
  - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities;
  - 26.1.6. the Grant Recipient fails to:
    - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4; or
    - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
  - 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
  - 26.1.9. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
  - 26.1.10. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant

application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;

- 26.1.11. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.1.12. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
  - (ii) taken any actions which unfairly brings or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.13. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 26.1.14. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.15. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Windsor Framework .
- 26.1.16. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);
- 26.1.17. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 35.1.2;
- 26.1.18. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- (i) will be materially detrimental to the Funded Activities and/or;
  - (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
  - (iii) that the Change of Control would raise national security concerns and/or;

- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

**Rights reserved for the Authority in relation to an Event of Default**

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;

26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or

26.3.5. terminate the Grant Funding Agreement.

**Opportunity for the Grant Recipient to remedy an Event of Default**

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

#### **General Termination rights – Termination for Convenience**

- 26.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least three [3] months written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within thirty [30] days of the date of receipt of a written notice of termination from the Authority.
- 26.13. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 26.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

#### **Change of Control**

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.

26.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three [3] months of:

26.18.1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or

26.18.2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19. The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

**27. TUPE – NOT USED**

**28. EXIT PLAN – NOT USED**

**29. VARIATION**

29.1. The Authority reserves the right to vary or amend this Grant Funding Agreement, the amount of Grant funding and its Conditions. Any variation will be effected in writing and notified to the Grant Recipient in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences to the Grant Recipient.

**30. SEVERABILITY**

30.1. If any term, condition or provision of the Grant Funding Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions or any other documents referred to in the Grant Funding Agreement.

**31. FORCE MAJEURE**

31.1. If the Grant Recipient is prevented from complying with its obligations under the Grant Funding Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing, within forty (40) Working Days from the date on which the Grant Recipient (or any person authorised to act on behalf of the Grant Recipient) is in a position to do so.

31.2. Force majeure or exceptional circumstances may include:

31.2.1. the Grant Recipient's death or long-term professional incapacity;

31.2.2. a severe natural disaster gravely affecting the Land; or

31.2.3. expropriation of all or a large part of the Land (provided that the expropriation could not have been anticipated at the time the application for funding was made).

31.3. The Authority will consider the facts on a case-by-case basis in deciding whether or not the Grant Recipient is relieved of all or part of its obligations under the Grant Funding

Agreement and whether all or part of the Grant should be suspended or repaid, due to force majeure or exceptional circumstances under this paragraph.

## **32. DISPUTE RESOLUTION**

- 32.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 32.2. Any dispute arising between the Parties that can't be settled amicably, or any complaint or appeal by the Grant Recipient concerning the Authority's actions in connection with the Grant Funding Agreement shall be resolved according to the Authority's actions complaint procedure which is set out here: <https://www.gov.uk/government/organisations/forestry-commission/about/complaints-procedure>. Information on this process can also be obtained from: The Executive Office, England National Office, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ. Tel: 0300 067 4000 or by email at [nationalenquiries@forestrycommission.gov.uk](mailto:nationalenquiries@forestrycommission.gov.uk).

## **33. LIMITATION OF LIABILITY**

- 33.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 33.2. Subject to this paragraph 33, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **34. VAT**

- 34.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 34.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **35. CODE OF CONDUCT FOR GRANT RECIPIENTS**

### **35.1. The Grant Recipient:**

- 35.1.1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

35.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

35.1.3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.17.

## **36. NOTICES**

36.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in the Grant Offer Letter, or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in the Grant Offer Letter (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

## **37. GOVERNING LAW**

37.1. These Conditions will 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.

## **ANNEX 1 – BACKGROUND/PURPOSE OF THE GRANT**

- 1.1. The WCPG provides funding to landowners, land managers and public bodies (excluding Forestry England) to contribute towards the costs of producing a UKFS compliant woodland creation plan, which can support applications to other funding sources for woodland creation, such as EWCO.
- 1.2. The WCPG contributes towards the costs of gathering and analysing the information land managers need to consider to ensure their proposals for new woodland are well balanced and take account of any impacts on biodiversity, landscape, water, soil, climate change, the historic environment, and local stakeholders.
- 1.3. All grant agreements that complete a WCPG will deliver the overall objectives of creating high quality and compliant woodland creation designs for future woodland creation in England.

## **ANNEX 1a – GRANT FUNDED ACTIVITIES**

- 1.1. The Grant Recipient should not begin work before a Grant Offer Letter for either Stage 1 Work, Stage 2 Work and/or Supplementary Payment Work has been received and accepted. The Authority will be under no obligation to approve funding for any works submitted to the Authority prior to an offer being issued and accepted. Any works received by the Authority before an offer has been issued and accepted will be submitted at the Grant Recipients own risk. In such instances the funding outcome will be assessed on a case by case basis and will either:
  - 1.1.1. be approved for funding once retrospective acceptance of the relevant Grant Offer Letter has been received by the Authority and the work has been deemed as satisfactory;
  - 1.1.2. be considered for Special Payment;
  - 1.1.3. be rejected for funding with the Grant Offer being withheld.

All three funding outcomes will not preclude the Grant Recipient from continuing with their woodland creation proposal, but any work undertaken will be done so at the Grant Recipients own risk.
- 1.2. (Subject to Annex 3 where applicable), the Stage 1 Work with any supporting documents and the associated claim for the Fixed Payment must be submitted by any deadline specified in the Stage 1 Offer Letter. The Stage 2 Work with any supporting documents and the associated claim for Standard Payment must be submitted by any deadline specified in the Stage 2 Offer Letter. Any Supplementary Work supported under a Supplementary Payment(s) Offer and the associated claim must be submitted with the Supplementary Outputs by any deadline specified in the relevant Grant Offer Letter or Supplementary Payment Offer Letter (whichever is applicable). If the Grant Recipient fails to meet the deadline specified in the relevant Offer Letter, the respective payment under that Offer Letter may not be paid. The Grant Recipient may request, in writing, an extension to any deadline specified by the Authority. It will be at the Authority's absolute discretion to accept or reject any such request.
- 1.3. Completed Woodland Creation Design Plans and associated supporting documents that have been approved by the Authority will be valid for five [5] years from the date of the Stage 2 Works payment letter.

## **ANNEX 2 – ELIGIBILITY CRITERIA RELEVANT TO THE WCPG GRANT**

- 1.1. The Grant Recipient shall comply with any and all Site-Specific Conditions set by the Authority, including by Woodland Creation Officers, specific to the Land subject of the Funded Activities;
- 1.2. The total net area of proposed new woodland is at least five hectares and the minimum area of each proposed block of new woodland is 0.5 hectares with a width of at least 20 metres;
- 1.3. At least 85% of the area to be planted will include tree species classed as at least 'suitable' under the current and 2050 UKCP18 climate prediction projection on the Ecological Site Classification ("ESC") system, which is available at [www.forestresearch.gov.uk](http://www.forestresearch.gov.uk) or from the Authority upon request. If a species proposed by the Grant Recipient for planting is a species not recorded or listed in the ESC system, the Grant Recipient will provide a proposal with satisfactory evidence showing why the species is suitable for planting in the relevant area. It will then be at the absolute discretion of the Authority whether to approve the proposal and offer the Grant for the planting of the species proposed;
- 1.4. The Grant Recipient's proposal to plant trees is not subject to either a requirement for Consent under the Environment Impact Assessment (Forestry) (England and Wales) Regulation 1999 (the EIA regulations) (as amended) or a formal request for further information under an application for an Opinion under the EIA regulations;
- 1.5. The Grant Recipient's proposal to plant trees is not a requirement to mitigate the impacts of development under a planning consent;
- 1.6. The Grant Recipient's proposal to plant trees is not subject to a formal request for further information as part of a Habitat Regulations Assessment under the Conservation of Habitats and Species Regulations 2010;
- 1.7. The Land in respect of which the Grant is to be paid is eligible land and that there are no legal or other restrictions affecting the eligible land which prevent the completion of the approved activities, and;
- 1.8. The Grant Recipient has permission from the landowner to apply for the grant;
- 1.9. The Authority, or its Authorised Representatives, reserves the right to carry out inspections of the Land at any time to check that conditions across the Land remain suitable for a new woodland proposal. The results of this inspection may lead the Authority to exercise its rights set out in paragraph 26.3.

**ANNEX 3 – FUNDING DETAILS**

- 1.1. Subject to annex [3] paragraph 1.4, the Authority will pay the Fixed Payment of £1,500 upon the Authority's approval of the valid and completed Stage 1 Work. The Authority may then, at its absolute discretion, proceed to send the Grant Recipient the Stage 2 Grant Offer Letter. For the avoidance of doubt:
  - 1.1.1. there is no obligation on the Authority to proceed any further with the Grant Recipient after completion of the Stage 1 Work, and;
  - 1.1.2. only the Fixed Payment will be paid in accordance with this annex [3] paragraph 1.1 if the Authority does not proceed any further with the Grant Recipient.
- 1.2. The Authority will pay the Standard Payment upon the Authority's approval of the valid and completed Stage 2 Work. The Standard Payment will be based on the area of the proposed woodland under the Scheme. If the Grant Recipients area of proposed woodland under the Scheme is:
  - 1.2.1. at least thirteen point three four [13.34] hectares, the Standard Payment will be calculated, subject to paragraph 4, at a rate of £150 per hectare, reduced by the Fixed Payment;
  - 1.2.2. at least five [5] hectares but less than thirteen point three four [13.34] hectares, the Standard Payment will be £500. The Fixed Payment will not be deducted meaning a minimum overall payment of £2,000 upon successful completion of all work.
- 1.3. The area used to calculate the Standard Payment will:
  - 1.3.1. only include woodland blocks with an area 0.5 hectares or more and twenty [20] meters or more in width;
  - 1.3.2. be capped at the (net) area proposed for tree planting plus 20% of the woodland's final proposed gross area. This allowance is to account for designed open space and land left unplanted to be managed for environmental objectives.
- 1.4. If the area of proposed woodland under the Scheme is on a Land Holding where a Fixed Payment has already been paid under another Agreement under the Scheme, the Authority may, at its absolute discretion, pay only the Standard Payment for completion of the Stage 1 Work and Stage 2 Work. In such case, the Authority will only pay the Standard Payment upon the Authority's approval of the valid and completed Stage 1 Work and Stage 2 Work. The Standard Payment will be calculated on the Grant Recipient's area of proposed woodland under the Scheme in accordance with annex [3] paragraph 1.2 and 1.3.
- 1.5. The Authority will support the cost of a Supplementary Payment where the Authority deems it necessary for the design of the woodland. The Grant Recipient must choose to either provide three independent quotes or opt to accept the set standardised costs where available. Once the Grant Recipient has selected the preferred funding option then it is at the Authority's discretion as to whether the Grant Recipient may switch funding options.
  - 1.5.1. where the Grant Recipient chooses to provide three independent quotes the Authority will pay 70% of the actual costs for the Supplementary Work. The Authority will have absolute discretion over which quote is selected. Where

necessary, the Grant Recipient will need to use the Standard Brief made available by the Authority for the Supplementary Work to collect the quotes. Where a Standard Brief applies, the Grant Recipient will ensure any contractors and sub-contractors who undertake the Supplementary Work on the Grant Recipients behalf comply with the requirements and terms in the Standard Brief as well as these Conditions;

- 1.5.2. the Standardised cost is non-negotiable and is only available as an option where indicated in the Survey Brief. If no standardised cost option is available then the Grant Recipient must provide three quotes in accordance with annex [3] paragraph 1.5.1.
- 1.6. The Supplementary Payment will be paid upon the Authority's
  - 1.6.1. approval of the completed Supplementary Work detailed in either the Stage 1, 2 Offer Letter or in the Supplementary Payment Offer Letter (whichever is applicable), and the completed Stage 2 Work, and receipt of a copy of the Supplementary Outputs and a copy of the receipted invoice for the Supplementary Work.
- 1.7. Subject to annex [3] paragraph 1.14 the Authority may, at its absolute discretion, pay a claim for a Supplementary Payment made before the completion of either the Stage 1 Work or the Stage 2 Work if a Supplementary Payment Offer Letter has been sent to the Grant Recipient.
- 1.8. Subject to annex [3] paragraph 1.14, the Authority may request that Supplementary Payment Work be repeated if sufficient time has passed since the original Supplementary Work was undertaken such that the results are no longer considered current. It will be at the Authority's discretion whether further grant funding is made available to support repeating any Supplementary Work.
- 1.9. Subject to annex [3] paragraph 1.14, the total amount of the Grant under this Agreement (including any Fixed Payment, Standard Payment and Supplementary Payment) will not exceed a total of £30,500.
- 1.10. Subject to paragraph 4 where applicable, the Authority will endeavour to pay any claim of a Fixed Payment to the Grant Recipient within thirty [30] Working Days of receiving the completed Stage 1 Work and any supporting documents, provided these are approved by the Authority. The Authority reserves the right to raise queries and/or request further information from the Grant Recipient in relation to the Grant Recipient's completed Stage 1 Work and supporting documents for its approval prior to making the Fixed Payment.
- 1.11. The Authority will endeavour to pay any claim for a Standard Payment to the Grant Recipient within thirty [30] Working Days of receiving the completed Stage 2 Work (and Stage 1 Work, where applicable in accordance with paragraph 4) and any supporting documents, provided these are approved by the Authority. The Authority reserves the right to raise queries and/or request further information from the Grant Recipient in relation to the Grant Recipient's completed Stage 2 Work (and Stage 1 Work, where applicable in accordance with paragraph 4) and supporting documents for its approval prior to making the Standard Payment.
- 1.12. The Authority will endeavour to pay any claim for Supplementary Payment to the Grant Recipient within thirty [30] Working Days of receiving the completed Supplementary Payment Work and any supporting documents (including the Supplementary Outputs)

provided the Supplementary Work is approved by the Authority. The Authority reserves the right to raise queries and/or request further information from the Grant Recipient in relation to the completed Supplementary Work (including the Supplementary Outputs) prior to making the Supplementary Payment.

- 1.13. Where the Authority agrees to pay a claim for Supplementary Payment before completion of the Stage 1 Work or the Stage 2 Work under annex [3] paragraph 1.6, the Authority will endeavour to pay any claim to the Grant Recipient within thirty [30] Working Days of the Authority:
  - 1.13.1. receiving and approving the completed Supplementary Work (including the Supplementary Outputs) as meeting the requirements detailed in the Supplementary Payment Offer Letter, and where applicable, the Standard Brief; and;
  - 1.13.2. a copy of the receipted invoice for the Supplemental Work where the option to submit quotes has been chosen by the Grant Recipient. The Authority reserves the right to raise queries and/or request further information from the Grant Recipient in relation to the Supplementary Work (including the Supplementary Outputs) prior to making or paying the Supplementary Payment.
- 1.14. The Grant Recipient agrees and accepts that any payments under the Grant can only be made to the extent that the funds are available. The amount of the Grant, whether in the Fixed Payment, Standard Payment or Supplementary Payment shall not be increased in the event of any overspend by the Grant Recipient.