

Sustainable Development Fund

Terms and Conditions

The following conditions apply to all offers by Chichester Harbour Conservancy for the Chichester Harbour AONB Sustainable Development Fund.

General

The conditions set out below are applicable to all offers of grant for the work covered by the offer, unless expressly deleted or varied in the formal offer to the applicant.

The offer of grant is made on the understanding that no grant will be paid for any work carried out, or services provided, prior to the acceptance of the offer in writing, and that the applicant will at all times use his or her best endeavours to operate the facilities or services to be provided in accordance with the purposes set out in the letter offering grant aid. Chichester Harbour Conservancy will be free to refer to grants offered, either generally or for specific projects, in its publicity material.

Acceptance and start

The offer must be accepted in writing within 21 days of the date of the offer letter. If the acceptance is not received within that time, the offer will lapse. The project must start by the date agreed by Chichester Harbour Conservancy.

Grants or Loans from Other Public Bodies

The offer of grant is made on the understanding that, in the course of making application, the applicant will have disclosed to Chichester Harbour Conservancy any financial contributions received or expected for the same purpose from any other body financed from public funds, for example, The Countryside Agency, Sport England Council, Forestry Commission, English Nature, English Heritage, Defra, Tourist Boards and local authorities, or from the European Union. Insofar as any such contributions may not have been disclosed prior to Chichester Harbour Conservancy offer, then we may vary or cancel the offer to take account of them.

Treasury rules relating to the funding of projects by government organisations apply. For government organisations the level of SDF grant + match-funding from government organisation should not exceed 50 per cent. For projects with other non-governmental organisations and other organisations the level of SDF grant should not exceed 75%. For voluntary bodies and in exceptional circumstances, up to 100% can be made available. By and large, support to voluntary bodies should, at the very least, require contribution in kind such as volunteer time or loan of equipment, premises, land etc

You should be aware that under EC Regulation 69/2001 ("de minimis" aid regulation), this is a de minimis aid. There is a ceiling of 100,000 euros (approx £66,000) for all de minimis aid provided to any one firm over a three year period. Any de minimis aid awarded to you under this offer letter will be relevant if you wish to apply, or have applied, for any other de minimis aid. For the purposes of the de minimis regulation, you must retain your offer letter and these Terms for 3 years from the date on the offer letter and produce it on any request by the UK public authorities or the European Commission. (You may need to keep these documents longer than 3 years for other purposes).

Assets

No assets acquired with the grant are to be written off, disposed of, or put to a different purpose than that for which the grant was paid as detailed in the offer letter, without the prior agreement of Chichester Harbour Conservancy.

Proceeds amounting to the value of grant, from the disposal of assets acquired or improved with the grant are to be returned to Chichester Harbour Conservancy unless otherwise agreed.

Acknowledgement

The applicant shall, in agreement Chichester Harbour Conservancy acknowledge the Sustainable Development Fund contribution in an appropriate way in publicity. All press releases should be seen and approved by Chichester Harbour Conservancy prior to release.

Standard of Works, Services and Facilities

All facilities and services grant aided by the Sustainable Development Fund shall conform to the plans and specifications or other particulars submitted to Chichester Harbour Conservancy and approved by it.

The applicant shall ensure at all times that works and activities covered by the offer of grant aid conform to the relevant statutory obligations, bylaws, planning consents and building regulations.

Draft interpretive outputs (leaflets or panels etc) must be submitted to Chichester Harbour Conservancy prior to publication or installation.

Maintenance/Replacement

You must monitor the success of the project and give us a completion report with photographs (before and after) and a copy of any reports which are produced with our grant at the end of the project. The completion report must satisfy us that the work has been completed successfully.

The applicant will provide a short update to Chichester Harbour Conservancy on the project between 9-12 months after completion of the project.

During this period the applicant shall be responsible for restoring or replacing any items that may be damaged or lost through fire, theft, accident, storm, flood, tempest, drought or grazing animals or through malicious damage. If an applicant is not in a financial position to honour this condition, adequate insurance must be taken out or, alternatively, an acceptable guarantor named.

Indemnity

The applicant shall be responsible for meeting any claims against him or her, or against Chichester Harbour Conservancy, arising out of the grant aided items or services as a result of negligence or public liability.

Inspection

Any person authorised by Chichester Harbour Conservancy or on their behalf shall be entitled at all reasonable times to enter and inspect the work for the purpose of ascertaining that the terms and conditions of the offer are being complied with and the applicant shall provide as required any relevant books, documents, records and audited accounts.

Breach of Conditions

In the event of a breach of these conditions, Chichester Harbour Conservancy may declare the offer to be void, or may vary the amount of grant to be paid or, where the grant or a portion of it has been paid, may require the amount paid to be repaid in full or in part with interest at the rate then currently specified by the Treasury for debts owing to Government Departments.

Applicants must notify Chichester Harbour Conservancy of any significant under spends or project delays as soon as possible. This will allow the Conservancy to either assist in rectifying any problems or to allocate funding to other projects.

Arbitration

Any dispute about the interpretation of these conditions shall be referred to the arbitration of a person to be agreed between the parties or, failing agreement within 28 days after either party has given to the other a written request or concur in the appointment of an arbitrator, a person to be nominated at the request at either party by the President of the Royal Institution of Chartered Surveyors. This decision will be binding.



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