



# The Big Tree Plant Funding Scheme

## Funding Agreement – Terms and Conditions

### 1. General

- 1.1. The conditions set out below apply to all offers of grant made by Groundwork London (we, us) on behalf of the Forestry Commission through The Big Tree Plant Funding Scheme (TBTP) in relation to the application form and its guidance notes.
- 1.2. The offer is made on the condition that no payment will be made for works completed before the grant offer has been confirmed in writing, unless otherwise agreed.
- 1.3. All projects should conform to the plans, conditions and specifications agreed by the grants panel.
- 1.4. The applicant (you) shall ensure that works and activities conform to any relevant statutory obligations, planning consents, restoration plans, conservation plans, biodiversity designations, Construction Design and Management regulations, environmental protection regulations and all other relevant obligations
- 1.5. If you are not the owner of the land in which the proposed trees will be planted, a letter of agreement to the work proposed must be provided prior to agreement of TBTP funding. This agreement must be from the legal owner of the land. We will not pay grant without evidence of landowner consent.
- 1.6. In carrying out the project you are acting as principal and not as an agent to us.

### 2. Appointment of Contractors

- 2.1. If you need to appoint contractors to help with your project, we will normally require applicants to obtain written quotes from three contractors for works over £5,000.
- 2.2. For works over £10,000 contractors should be appointed through competitive tender, complying with all relevant legislation. If you need advice on this, please contact us.

### 3. Project Claims and Monitoring

- 3.1. We will agree a claims schedule for your project. Claims must be made on the Monitoring and Claim Form provided by us.
- 3.2. You are responsible for managing the quality and costs of the project and for informing the TBTP of any changes including:-
  - 3.2.1. Changes to the timescale specified in the grant application;
  - 3.2.2. Changes to the total cost of the project set out in the application;
  - 3.2.3. Changes to the project funding, including funding from other bodies.
- 3.3. Substantial changes to the project must be agreed in advance writing with us and may result in the offer being revised. We reserve the right to withdraw or amend a grant offer if insufficient or unsatisfactory progress is made in executing the project.
- 3.4. You must provide monitoring information and evidence of project progress and completion in the form provided and sent to us by the set date. This monitoring will include items such as costs against budget, photographs, numbers and locations of trees planted, numbers of volunteers involved in events.
- 3.5. Claims must detail the in-kind support and match funding actually realised by the project. You will need to include evidence of all expenditure with your claim e.g. receipts clearly relating to the expenditure.
- 3.6. The payment of grant may be delayed if Monitoring and Claim forms have not been received by the set date.
- 3.7. Any person authorised by us or the Forestry Commission shall be entitled to inspect the project and any records or accounts relating to them at any reasonable time.

#### **4. Maintenance of Works**

- 4.1. Unless otherwise agreed with us, the applicant will be responsible for maintaining or making arrangements for maintenance and or replacements to a satisfactory standard for a minimum period of three years.
- 4.2. Tree maintenance and aftercare shall be in accordance with the attached Tree Care Guide<sup>1</sup>.

#### **5. Right of inspection**

- 5.1. You must let us or our appointed agent inspect the planted trees at any time for five years after the end of your project to check the trees are still providing the benefits envisaged.

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<sup>1</sup> [http://www.forestry.gov.uk/pdf/eng-treecare-guide.pdf/\\$FILE/eng-treecare-guide.pdf](http://www.forestry.gov.uk/pdf/eng-treecare-guide.pdf/$FILE/eng-treecare-guide.pdf)

## **6. Publicity**

- 6.1. We and the Forestry Commission on behalf of the TBTP reserve the right to publicise projects receiving grant assistance in any future promotions.
- 6.2. You must ensure that the TBTP is acknowledged in any publicity relating to the project.

## **7. Payment**

- 7.1. The offer letter sets the documentation required before a grant can be paid. Once a properly completed and certified claim has been received, payment will normally be made within 28 days.
- 7.2. All financial and contractual arrangements are made between us and the applicant.
- 7.3. If your claim is incomplete you will be informed within 10 working days.
- 7.4. Grants will be paid by Automated transfer (BACS). You must include bank details of the account to receive the grant when you claim.
- 7.5. Recoverable VAT is not eligible for funding. We are not responsible for any unpaid VAT.

## **8. Insurance**

- 8.1. You must ensure that all necessary insurance cover is in place. We are not responsible for liabilities incurred by the applicant.

## **9. When Grants May Not Be Paid**

- 9.1. If you break any of the conditions under this Agreement, one or more of the following may apply:
  - 9.1.1. you may have to pay back all or part of the grant;
  - 9.1.2. we may stop any future payments;
  - 9.1.3. we may end this Agreement immediately.
- 9.2. This will be decided by us along with the amount you will have to pay back (if any). When deciding, we will consider whether the conditions were broken because of factors outside your control. These actions may also apply if you:
  - 9.2.1. make significant changes to the Agreed Project without our prior written approval;
  - 9.2.2. do not fulfil the purpose of the grant with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience;

- 9.2.3. fail to complete the project or conform to the conditions of the grant;
- 9.2.4. cease to operate or are declared bankrupt or placed into receivership or liquidation;
- 9.2.5. act fraudulently, negligently or intentionally mislead in any aspect of the project;
- 9.2.6. Submit a claim after 31 March 2015.

**10. Indemnity Clause**

11. The applicant shall indemnify Groundwork London and the Forestry Commission against any claims arising out of the exercise of this agreement.

12. Signed by ..... Date  
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13. Print name.....Organisation.....

14. Project Name.....

15. Signed by ..... Date  
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16. Print name.....

17. For and on behalf of Groundwork London