

# Community Sustainable Energy Programme

## TERMS & CONDITIONS – CAPITAL GRANTS

### 1. Introduction

- 1.1 Unless the context otherwise requires, the following expressions will have the following meanings when used in these terms and conditions:-
- 1.1.1 "application form" refers to the Community Sustainable Energy Programme ("CSEP") Grant Application Form;
  - 1.1.2 "grant" or "grants" refer to the grant funding available to organisations under the CSEP to which the application forms relate;
  - 1.1.3 "BIG" means the BIG Lottery Fund;
  - 1.1.4 "BRE" means Building Research Establishment, the organisation responsible for administering grants on behalf of BIG;
  - 1.1.5 "property" refers to the property (or if more than one, each of the properties) situated at the site address described in Section A5 of the application form; the applicant is only entitled to apply for and receive a grant if the property is a permanent building located in England; the applicant must be the freehold owner of the property or the owner of a leasehold interest in the property with all necessary consents from other owners;
  - 1.1.6 "technology" or "technologies" refers to the eligible type (or if more than one, each of the eligible types) of microgeneration technology and/or energy efficiency measure to be installed at the property; the eligible technologies are as defined in the Guidance Notes p2);
  - 1.1.7 "applicant" refers to the organisation identified as the applicant in Section A1 of the application form.
- 1.2 These terms and conditions will apply to any grant that the applicant may apply for under CSEP and that BRE may offer to pay to the applicant in relation to the property, project and technology.
- 1.3 These terms and conditions were issued on the date shown at the foot of each page. The terms and conditions, and in particular the types of technology for which grants are available and the amounts of grant available for each technology type, may change from time to time and the applicant should check before applying for a grant that the requirements described in this document continue to be applicable.

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## **2. Purpose of Grant**

- 2.1 Unless and to the extent that BRE has specifically agreed otherwise in writing by way of a variation to its original grant offer letter, the specific location, type and size of technology or technologies actually installed by the applicant, together with the identity of the Certificated Installer(s) who commissioned the installation(s), must be in accordance with the details specified in BRE's grant offer letter and be otherwise compliant with the eligibility criteria specified in these terms and conditions. If this is not the case, BRE reserves the right to reduce the amount of grant it will pay, or to withdraw its offer of grant altogether.

## **3. Limitation of Liability**

- 3.1 In the event that BRE or BIG or any of their officers, employees or agents suffer or incur any losses, damages, costs or expenses, and/or to have any claims made against the applicant, as a result of the applicant's installation or use of the technology or any other of the applicant's activities in connection with the grant or the property, then unless and to the extent caused by BIG or BRE's own negligence, the applicant must indemnify BRE and BIG fully in respect of the relevant losses, damages, costs, expenses or claims.
- 3.2 Whilst every effort will be made to process grant claims within 20 days of receipt of all necessary documentation from the applicant, neither BRE or BIG accepts any liability for any losses or costs incurred by the applicant as a result of BRE not making a grant payment to the grant recipient on any agreed dates and time will not be of the essence with respect to the processing and payment of such grant claims.
- 3.3 The information made available by BRE on its website and elsewhere in relation to the CSEP and more generally in relation to microgeneration and/or energy saving technologies is intended to act as a guide only, and accordingly BRE or BIG cannot and do not accept any liability for any loss or damage that the applicant may suffer as a result of using that information.
- 3.4 BRE and BIG cannot and do not guarantee or underwrite the performance of any technology (whether an "Certificated Product" or otherwise) and/or any installer (whether or not an "Certificated Installer"), and the applicant should ensure that the installer it contracts provides the applicant with all necessary information in relation to the warranty cover provided and the insurance cover in place.

## **4. Disclosure**

- 4.1 The applicant warrants that all information it provides in connection with its application and/or claim for a grant - whether within the application form, supporting documentation or other correspondence, and/or in response to any enquiries that BIG or BRE may make - is true, accurate and complete in all respects. If any information that the applicant provides is subsequently found to be untrue, inaccurate or incomplete, this may affect the applicant's entitlement to receive the grant.

## **5. Variance**

- 5.1 Grant offers will be made on the basis of the project information the applicant provided when applying for the grant. If any of this information changes, the applicant must inform BRE of the change, and apply for written consent to the changes. Depending on the nature of the change, BRE may alter the terms of the grant or withdraw the grant altogether.

## **6. Payment of Grant**

- 6.1 BRE will endeavour to process grant claims within 20 working days of receipt of all necessary documentation from the applicant. Once processed, BRE will either issue the applicant with a notification that the grant money will be paid into the bank account as detailed in the grant claim form (if BRE is satisfied, on the basis of the information provided to it at that point, that everything is in order) or notify the applicant that the claim has been declined, giving the applicant the reasons for this.
- 6.2 BRE and BIG reserve the right, upon provision of reasonable notice to the applicant, to inspect any technology installation at the property, whether before or after payment of the grant in respect of that installation, or as a pre-condition to processing a claim.
- 6.3 For the avoidance of doubt, the amount of grant will not exceed £50,000 or 50% of the "eligible costs" (see Guidance Notes p3), whichever is the lower. Accordingly, even if the actual costs of installing the technology are higher than those stated in the application form, the grant will be capped at the specified maximum amount of grant. Equally, if the actual costs of installing the technology are lower than those stated in the application form, the grant will be capped at 50% of the eligible costs.
- 6.4 Grant recipients shall repay to BRE any grant award amount paid in error by BRE, or as a result of inaccurate information provided to BRE.

## **7. Payment Claims**

- 7.1 Grant offer letters will include final grant claim forms which the applicant will need in order to submit its claim for payment. The applicant should ensure therefore that, once received, the grant offer letter and grant claim form are kept in a safe place.
- 7.2 The applicant will be entitled to claim 95% of the total grant when installation of all technologies for which a grant offer was made has been completed in accordance with the grant offer letter. For these purposes, each of the installations will be treated as having been completed as at the date on which the technology is commissioned by the Certificated Installer, and/or the installation of energy efficiency measures is complete. The applicant is responsible for ensuring that the installations have been completed in sufficient time to enable them to meet the deadline specified in the grant offer letter for claiming the grant.
- 7.3 Subject to para. 7.2 above, to claim a grant the applicant must provide the following to BRE:-
- 7.3.1 the grant claim form, as enclosed with the applicant's grant offer letter;
  - 7.3.2 an invoice from the contractor for eligible costs the applicant has incurred in installing each technology – see paragraph 7.4 below;
  - 7.3.3 (if the Certificated Installer and/or energy efficiency installer who installed any technology was not contracted to the applicant directly, but was sub-contracted by the applicant's main contractor), additional invoices evidencing payment of the Certificated Installer and/or energy efficiency installer;
  - 7.3.4 a commissioning certificate provided by the relevant installer(s) for each technology installation; (it is the applicant's responsibility to ensure that the installer provides them with this certificate in time for them to submit a claim by the deadline specified in their grant offer letter);

- 7.3.5 any additional supporting documentation which BRE may ask the applicant to provide if it has any queries or concerns about the applicant's grant claim.
- 7.4 The applicant must provide BRE with original invoices from the contractor to the applicant for the supply and installation of the relevant technology. These will be sent back to the applicant at the earliest opportunity. At a minimum, the invoice must contain the following information:-
- 7.4.1 full details (including registered name, address and VAT no.) of the contractor;
  - 7.4.2 details of the applicant's name, and the address of the property;
  - 7.4.3 details of the specific type of microgeneration product, and any energy efficiency measures, installed at the property and ( unless BRE has specifically confirmed otherwise in writing ) these details must match those set out in the quote provided with the grant application form;
  - 7.4.4 details of the eligible costs (see Guidance Notes p3), in respect of which the grant is being claimed.
- 7.5 The remaining 5% of total grant will be payable on completion by the applicant of a Project Evaluation Report, the format of which will be provided by BRE. This report must be submitted between 6 and 12 months after project completion.

## **8. Default**

- 8.1 In addition to any other rights it may have under these terms and conditions or the general law, BRE may reduce, suspend or withhold payment of any grant, or require all or part of any grant to be repaid, if any one or more of the following events occurs:-
- 8.1.1 a decision is made by BIG or the European Commission and/or an obligation arises under any applicable law which requires that the grant should be varied, withheld, reduced, cancelled or recovered;
  - 8.1.2 any information that the applicant provided to BRE in relation to the grant (whether in the grant application form or otherwise) is subsequently found to be materially untrue, inaccurate or incomplete;
  - 8.1.3 the applicant ceases to be eligible to receive a grant (either at all, or at the level previously offered or paid to the applicant by BRE);
  - 8.1.4 the applicant fails to comply in any respect with these terms and conditions;
  - 8.1.5 the applicant or any person employed by the applicant has offered or given or agreed to give any person any improper gift or commission or consideration of any kind in relation to any of BRE's programmes;
  - 8.1.6 the applicant becomes insolvent or is wound-up or dissolved or it appears to BRE that the applicant is likely to become insolvent or to be wound-up or dissolved;
  - 8.1.7 there has been an overpayment of grant.

## **9. Repayment and Adjustment of Grant**

- 9.1 As per para. 6.3, the amount of grant will not exceed £50,000 or 50% of the eligible costs whichever is the lower. If the actual costs of installing the technology are higher than those stated in the application form, the grant will be capped at the specified maximum amount of grant. If the actual costs of installing the technology are lower than those stated in the application form, the grant will be capped at the 50% of eligible costs, and any overpayment will be refundable.
- 9.2 Grant recipients shall repay to BRE any grant award amount paid in error by BRE to the recipient.

## **10. Monitoring & Inspections**

- 10.1 The applicant must keep a record of all documentation that the applicant obtains in relation to the technology and its installation, including in particular the original of the quote(s) provided with the applicant's application for the grant and any original invoices from installers or any other contractors involved in the installation work. The applicant must keep these records for at least 5 years following payment of the grant and if BRE asks the applicant to do so at any time (and as long as it gives the applicant reasonable prior notice) the applicant must allow authorised representatives of BRE and/or BIG and/or any public audit body to inspect and take copies of these records, together with any other documents (including constitutional documents and/or accounts) relevant to the applicant's eligibility to receive a grant.
- 10.2 The installation may be selected for a post-project inspection. With reasonable prior notice being provided, the applicant agrees to allow access to the grant-assisted installation to the authorised representatives of BRE, and/or BIG, and/or the National Audit Office, and any successor organisation to any of the foregoing, for the purposes of this inspection.

## **11. Assets**

- 11.1 BRE needs to ensure that the anticipated environmental benefits are derived from the grant monies it pays out. For this reason, it is a condition of the grant being paid that the technology will remain installed and in use at the property, and will not be modified or re-located in such a way as may adversely affect its performance, for a period of at least 5 years following payment of the grant. The technology installation should be maintained in good order, and repaired or replaced if damaged or stolen. The applicant will be responsible for ensuring that this condition is met. In the event of the grant-aided asset being disposed of before the completion of the 5 year period, the grant recipient will be required to repay the grant in full or in part as appropriate.

## **12. Publicity and Promotion**

- 12.1 If at any time the applicant uses the technology in any advertising or otherwise publishes any information about the technology, the applicant must make clear that the applicant has received a grant from BIG under the CSEP. However, the applicant must not do or say anything that may lead a third party to believe that the applicant is acting as an agent of BIG or BRE. In all cases, any publicity, branding or promotion of the project must follow the guidelines set out by BIG and/or BRE.

## **13. Equality and Statutory Compliance**

- 13.1 The applicant must ensure that in carrying out any activities in connection with the installation and use of the technology, the applicant and anyone acting on its behalf complies with all applicable laws and regulations, and with particular reference to employment matters makes all attempts to follow principles of non-discrimination.

## 14. Assignment of Rights

- 14.1 Any offer of grant made by BRE is personal to the applicant and accordingly the applicant is not entitled to transfer any of the applicant's rights or obligations in respect of that offer and these terms and conditions without the prior written consent of BRE.

## 15. Duration of Terms and Conditions

- 15.1 In respect of these Terms and Conditions, the contract period commences from the date the Grant Offer Acceptance letter is signed by the grant recipient, and continues in force, unless terminated by either or both parties, for a period of 5 years following payment of the grant. This assumes that all grant monies have been spent by the grant recipient and that all the terms of the grant have been satisfied.
- 15.2 The applicant is only entitled to apply for a grant if installation has not commenced and the applicant must ensure that the work does not commence before receiving a formal grant offer from BRE. If BRE subsequently becomes aware that any installation work commenced prior to the date on which the applicant received an offer of grant for that installation, that offer will be withdrawn. For these purposes the date on which work has commenced will be assessed for each technology type by reference to the following table:-

<b>Technology type</b>	<b>Point at which installation work is deemed to have commenced</b>
Solar photovoltaics	PV modules are fixed to the roof or proposed ground mount at the property
Micro hydro turbines	Turbine is installed. N.B. ground works, including cable runs can have begun, but are done so at own risk
Wind turbines	Turbine is fixed to building or (for free standing turbine) fixed to the ground mount. NB ground works for the tower can have already begun, but are done so at own risk
Solar thermal hot water	Solar collectors are fixed to building or proposed ground mount
Heat pumps	Heat pump is installed in building. N.B. ground works, including pipe lagging, can have begun, but are done so at own risk
Wood pellet stoves/ biomass boilers	Heating unit is installed

## 16. Complaints and Appeals

- 16.1 A copy of the CSEP Complaints & Appeals Procedure is available from the scheme help-line and website.
- 16.2 Any complaints regarding the operation of the Programme by BRE should be made in writing to The Programme Manager, Community Sustainable Energy Programme, BRE, Garston, Watford, WD25 9XX. All complaints will be investigated and submitted to the Managing Director of BRE Environment with a recommendation.

## 17. Consents and Approvals

- 17.1 The applicant must ensure that it has obtained and will continue to have all necessary consents and approvals in order to install the technology at the property and to enable the applicant to comply with these terms and conditions. Required consents and approvals include but are not necessarily limited to the following:-
- 17.1.1 if the applicant only has a leasehold interest in the property, the consent of the freehold owner and any relevant leaseholders of the building;
- 17.1.2 all necessary planning and building regulations consents from the applicant's local authority. It is the applicant's responsibility to ensure the applicant has obtained all of these;
- 17.1.3 any of the other consents or approvals referred to in the following paragraphs 17.2 to 17.4 below.

- 17.2 If the technology is to be connected to the electricity grid, the applicant must ensure that it has obtained any consent that may be required from the local "Distribution Network Operator" (DNO). Even if consent from the relevant DNO is not required, the applicant must ensure that it or its Certificated Installer has informed the DNO of the connection of the applicant's technology to the grid and has complied with any other applicable regulations imposed by the DNO.
- 17.3 If the applicant is intending to install a biomass heater/stove/boiler in a smoke controlled zone, the applicant must ensure that the relevant product is exempt under s.21 of the Clean Air Act 1993.
- 17.4 If the applicant is intending to install a solar thermal hot water system, the applicant must ensure through its Certificated Installer that the relevant system complies with the Water Supply Regulations 1999.

## **18. Additional Funding**

- 18.1 Funding is available for new installations of technologies, even if other technologies have previously been grant-aided at the same property. In any event, the applicant must also ensure that the total amount of funding which it receives in relation to the technology and/or its installation at the property from all sources including any CSEP grant, does not exceed 100% of the cost of that technology/ installation.

## **19. Variation of Terms and Conditions**

- 19.1 BRE will be entitled at any time to vary these terms and conditions on giving written notice to the applicant to that effect if BRE, in consultation with BIG, considers that the variation in question is necessary.

## **20. Jurisdiction**

- 20.1 BIG will be entitled to enforce and rely upon any of these terms and conditions which purport to confer a benefit on it but in all respects nothing in any offer of grant by BRE or these terms and conditions is intended to confer any rights on third party under the Contracts (Rights of Third Parties) Act 1999.
- 20.2 Any offer of grant by BRE, and these standard CSEP Terms and Conditions, shall be governed by, interpreted in accordance with, and come under jurisdiction of the relevant statutes applicable in England and Wales.