

Community Sustainable Energy Programme

TERMS & CONDITIONS – PROJECT DEVELOPMENT 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") Project Development 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 project development grant if the installation options being evaluated would take place at 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 measures being evaluated for possible installation at the property; the eligible technologies are as defined in Project Development Grants - Guidance Notes p2.);
 - 1.1.7 "applicant" refers to the organisation identified as the applicant in Section A1 of the application form;
 - 1.1.8 "study" means the project development evaluation assisted by this grant scheme.
- 1.2 These terms and conditions will apply to any project development 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, and may change from time to time. The applicant should therefore check before applying for a grant that the requirements described in this document continue to be applicable.

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 scope of study to be commissioned by the applicant, together with the identity of the Registered Consultant appointed to complete the study, 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 implementation of the recommendations of the grant-assisted study, 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 project development grants 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 project development consultant (whether or not a "Registered Consultant"), and the applicant should ensure that the consultant it contracts provides the applicant with all necessary information in relation to the proposed study and its scope.

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 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 For the avoidance of doubt, the amount of grant will not exceed £5,000 or 75% of the "eligible cost" (see Project Development Grants - Guidance Notes p3), whichever is the lower. Accordingly, even if the actual cost of the study is higher than that stated in the application form, the grant will be capped at the specified maximum amount of grant. Equally, if the actual cost of the study is lower than that stated in the application form, the grant will be capped at 75% of the eligible cost.
- 6.3 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 The grant offer letter will include a final grant claim form 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 Subject to para. 7.1 above, to claim a grant the applicant must provide the following to BRE:-
 - 7.2.1 the grant claim form, as enclosed with the applicant's grant offer letter;
 - 7.2.2 an original invoice from the appointed Registered Consultant, for eligible costs the applicant has incurred in commissioning the study;
 - 7.2.3 a copy of the project development study final report;
 - 7.2.4 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.
- 7.3 The applicant must provide BRE with an original invoice from the Registered Consultant, on their company headed paper, to the applicant for the provision of the project development study and final report. The original invoice will be sent back to the applicant at the earliest opportunity. At a minimum, the invoice must contain the following information:-
 - 7.3.1 full details (including registered name, address and VAT no.) of the Registered Consultant;
 - 7.3.2 details of the applicant's name, and the address of the property being evaluated;
 - 7.3.3 a very brief summary of the scope of study.

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. 6.2, the amount of grant will not exceed £5,000 or 75% of the eligible cost whichever is the lower. If the actual cost of the study is higher than that stated in the application form, the grant will be capped at the specified maximum amount of grant. If the actual cost is lower than that stated in the application form, the grant will be capped at the 75% of eligible cost 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 study, including in particular the original of the quote(s) provided with the applicant's application for the grant and any original invoices from Registered Consultants. 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.

11. Publicity and Promotion

- 11.1 If at any time the applicant uses the study in any advertising or otherwise publishes any information about the study, 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.

12. Equality and Statutory Compliance

- 12.1 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.

13. Assignment of Rights

- 13.1 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.

14. Duration of Terms and Conditions

- 14.1 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, until the final grant payment has been made.

15. Complaints and Appeals

- 15.1 A copy of the CSEP Complaints & Appeals Procedure is available from the scheme help-line and website.
- 15.2 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.

16. Additional Funding

- 16.1 The applicant must ensure that the total amount of funding which it receives in relation to the study, from all sources including any CSEP grant, does not exceed 100% of the cost of that study.

17. Variation of Terms and Conditions

- 17.1 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.

18. Jurisdiction

- 18.1 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.
- 18.2 Any offer of grant by BRE, and these standard Terms and Conditions, shall be governed by, interpreted in accordance with, and come under jurisdiction of the relevant statutes applicable in England and Wales.