



AGENDA

EXTRAORDINARY CABINET MEETING

Date: Monday, 8 August 2016

Time: 9.00 am

Venue: Council Chamber, Swale House, East Street, Sittingbourne, Kent, ME10 3HT

PLEASE NOTE THE TIME.

Membership:

Councillors Bowles (Chairman), Mike Cosgrove, Duncan Dewar-Whalley, Alan Horton, Gerry Lewin (Vice-Chairman), Ken Pugh and David Simmons.

Quorum = 3

RECORDING NOTICE

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Pages

1. Emergency Evacuation Procedure

The Chairman will advise the meeting of the evacuation procedures to follow in the event of an emergency. This is particularly important for visitors and members of the public who will be unfamiliar with the building and procedures.

The Chairman will inform the meeting whether there is a planned evacuation drill due to take place, what the alarm sounds like (i.e. ringing bells), where the closest emergency exit route is, and where the second closest emergency exit route is, in the event that the closest exit or route is blocked.

The Chairman will inform the meeting that:

(a) in the event of the alarm sounding, everybody must leave the building via the nearest safe available exit and gather at the Assembly points at the far side of the Car Park. Nobody must leave the assembly point until everybody can be accounted for and nobody must return to the building until the Chairman has informed them that it is safe to do so; and

(b) the lifts must not be used in the event of an evacuation.

Any officers present at the meeting will aid with the evacuation.

It is important that the Chairman is informed of any person attending who is disabled or unable to use the stairs, so that suitable arrangements may be made in the event of an emergency.

2. Apologies for Absence

3. Declarations of Interest

Councillors should not act or take decisions in order to gain financial or other material benefits for themselves or their spouse, civil partner or person with whom they are living with as a spouse or civil partner. They must declare and resolve any interests and relationships.

The Chairman will ask Members if they have any interests to declare in respect of items on this agenda, under the following headings:

(a) Disclosable Pecuniary Interests (DPI) under the Localism Act 2011. The nature as well as the existence of any such interest must be declared. After declaring a DPI, the Member must leave the meeting and not take part in the discussion or vote. This applies even if there is provision for public speaking.

(b) Disclosable Non Pecuniary (DNPI) under the Code of Conduct adopted by the Council in May 2012. The nature as well as the existence of any such interest must be declared. After declaring a DNPI interest, the Member may stay, speak and vote on the matter.

(c) Where it is possible that a fair-minded and informed observer, having considered the facts would conclude that there was a real possibility that the Member might be predetermined or biased the Member should declare their predetermination or bias and then leave the room while that item is considered.

Advice to Members: If any Councillor has any doubt about the existence or nature of any DPI or DNPI which he/she may have in any item on this agenda, he/she should seek advice from the Director of Corporate Services as Monitoring Officer, the Head of Legal or from other Solicitors in Legal Services as early as possible, and in advance of the Meeting.

Part B Reports for Decision by Cabinet

- | | | |
|----|---|---------|
| 4. | Heritage Lottery Fund for Faversham Recreation Ground Improvement Project | 1 - 22 |
| 5. | Great Easthall Community Centre - Award of Superstructure and Structural Insulated Panels (SIPs) Contract | 23 - 26 |

Issued on Friday, 29 July 2016

The reports included in Part I of this agenda can be made available in **alternative formats**. For further information about this service, or to arrange for special facilities to be provided at the meeting, **please contact DEMOCRATIC SERVICES on 01795 417330**. To find out more about the work of the Cabinet, please visit www.swale.gov.uk

**Director of Corporate Services, Swale Borough Council,
Swale House, East Street, Sittingbourne, Kent, ME10 3HT**

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Cabinet	Agenda Item: 4
Meeting Date	8 August 2016
Report Title	Heritage Lottery Fund development grant terms and conditions for the Faversham Recreation Ground Improvement Project
Cabinet Member	Cllr David Simmons, Cabinet Member for Environment & Rural Affairs
SMT Lead	Abdool Kara
Head of Service	Dave Thomas
Lead Officer	Martyn Cassell / Graeme Tuff
Recommendations	<ol style="list-style-type: none">1. To agree the terms and conditions of the development funding award.2. Approve draw down of £117,800 of development to support the final stage bid development.

1. Purpose of Report and Executive Summary

- 1.1 The Faversham Recreation Ground, which was laid out in 1860, is owned by Faversham Municipal Charities, and is leased to Swale Borough Council under a 50 year lease dated August 2010. The lease requires certain improvement works to be undertaken and, following receipt of a number of site-specific Section 106 developer contributions, it was considered that the best approach was to take the opportunity to refresh the park for the 21st century by incorporating the desired improvements but also recognising its heritage value. In order to achieve this permission was given by Cabinet to apply for external funding.
- 1.2 Allen Scott Landscape Architects were appointed to undertake consultation and develop a master plan for the Recreation Ground, in preparation for a Heritage Lottery Fund (HLF) bid.
- 1.3 The Cabinet in February 2016 approved the draft Master Plan and the proposal to make external funding bids including to the Heritage Lottery Fund. The bid was submitted in March 2016. This report explains we have been successful in our first stage application to the Heritage Lottery Fund 'Parks for People' programme and have been awarded £117,800 in order to develop more detailed plans for the project.
- 1.4 This report requests approval from members to the terms and conditions and the drawdown of the funding to progress the project.

2. Background

- 2.1 Faversham Recreation Ground is located on Whitstable Road in the centre of Faversham, and sitting within the Conservation Area it is the most significant formal urban open space in the Faversham area at approximately 20 acres. It was created in 1860 through a bequest by Henry Wreight and subscriptions from local townspeople.
- 2.2 The site is used regularly by many members of the public and local organisations and the Council has a fifty year lease from Faversham United Municipal Charities dated 26 August 2010. This requires the Council to undertake improvement works such as fencing, providing a replacement bandstand or similar performance space, and the introduction of improved parking controls.

Preliminary work and budget allocation to these specific items indicate that, if necessary, it would be possible to deliver these improvements from the Section 106 contributions of £274,000 already received, however this would not be sufficient to fund the delivery of the wider benefits of the HLF project.

- 2.3 The Council appointed Allen Scott Landscape Architects in 2014 in order to develop the project, undertake consultation and design a masterplan, with the ultimate aim of submitting applications for external funding. The HLF bid was submitted in March 2016.

3. Proposal

- 3.1 Following receipt of the first round pass letter on 4 July 2016 (Appendix I) in which the Council was granted £117,800 of development funding, we are required to formally accept the terms and conditions of grant (see appendix II). Although there is a time limit on this, our HLF project officer has confirmed the 8th August is acceptable.
- 3.2 The funding will be used to develop more detailed plans to improve Faversham Recreation Ground. This will involve consultation with key organisations involved with the park and members of the public, through a host of engagement and volunteering opportunities.
- 3.3 The Council has received £274,000 specifically for Faversham Recreation Ground from various Section 106 developer contributions. £23,140 of this will be used to add to the first round funding as proposed in the bid.
- 3.4 We have until 8 July 2018 to submit the more detailed plans but can submit them as soon as we are ready and HLF are happy with them. The first tasks will be to undertake surveys, cost and develop the project.
- 3.5 It is proposed this will be done by tendering a project management opportunity. The winning tender will be required to undertake the detailed work and report to a

Swale Borough Council project board consisting of officers and the cabinet member for Environment and Rural Affairs.

3.6 The SBC Project Board will be required to ensure the works adhere to the Terms and Conditions criteria. The key considerations appear to be;

- Project development – ensuring we use the funding for the approved purposes
- Project monitoring – providing the relevant evidence of compliance with the terms and conditions
- Procurement – following transparent processes
- Publicity – we have acknowledged the award already with a press release signed off by HLF but will continue to give updates throughout the project

Legal are at the time of writing the report still looking in detail at the document and any specific comments for Cabinet to note will be tabled at the meeting.

3.7 Particular focus needs to be paid to page 7 of appendix II as this specifies the local authority specific requirements. Advice suggests the constitution allows for this cabinet approval process to be sufficient for acceptance of the terms of the grant.

4. Alternative Options

4.1 The only possible alternatives are to not accept the grant and look to fund minor repairs from the existing secured developer contributions or to reject and look for alternative funding. Officers feel this funding route is the best opportunity to deliver the improvements and protect/improve a key open space in the Borough.

5. Consultation Undertaken or Proposed

5.1 Officers from key departments have been informed of the award of funding.

5.2 Key Councillors and Members of Parliament have been informed along with the Municipal Charities Trustees.

5.3 The development phase will include large scale public consultation programmes to help prepare the final project details.

6. Implications

Issue	Implications
Corporate Plan	A Borough To Be Proud Of – enhance the Borough’s tourism offer and protect and improve the natural and built environments. A Community To Be Proud Of – encourage active communities and support the voluntary sector, work in partnership to improve health

	<p>and mental health</p> <p>A Council To Be Proud Of – will improve residents’ perceptions and customers’ experiences.</p>
Financial, Resource and Property	<p>The total proposed project costs are £1.9m including fees and contingency.</p> <p>The Council currently has £274,000 of Section 106 developer contributions allocated to the project, which will act as the match funding for any external funding bids. Use of £23,140 of this is planned to support the initial £117,800 awarded.</p> <p>While at a very early stage of development, a proportion of on-going additional maintenance costs will be covered for the first five years through the HLF external funding. Thereafter additional resources may be required, although we would expect the repair and maintenance requirements of the new and improved facilities to be limited and also any increased income received from concessions.</p>
Legal and Statutory	<p>In addition to improving the general facilities in the Recreation Ground, the project has the aim of satisfying the requirements of the 2010 lease.</p> <p>The terms and conditions document has been forwarded to Legal for investigation. An initial scan has been undertaken but given the short timescales involved in this decision, any specific comments for Cabinet to note will be tabled at the meeting.</p> <p>The minutes of Cabinet’s decision supported by a statement by legal that the cabinet decision process is the correct authority for the decision to be made will ensure we meet the requirements for Local Authorities stated on page 7 of the terms and conditions.</p>
Crime and Disorder	<p>The plans will reflect the desire for the site to be more secure, and consultation will be undertaken through development and the planning process. Improvements to the landscape and consideration of appropriate lighting, along with increased footfall and community activity, all have the potential to reduce Anti-Social Behaviour.</p>
Sustainability	<p>Refurbishment of buildings will provide the potential to incorporate service technologies, with the aim of reducing both costs and the use of resources, as well as carbon emissions.</p>
Health and Wellbeing	<p>If successful, volunteer and activity coordination, along with improvements to sports facilities, will encourage participation. Improving the quality of the landscape encourages use of the space for passive enjoyment, and can contribute to mental health and well-being.</p>
Risk Management and Health and	<p>If successful, this is a major project which will incorporate appropriate risk, and health and safety management. The main</p>

Safety	<p>risk revolves around the construction phase, and particularly works to the buildings where issues of asbestos etc. will need to be considered.</p> <p>There is a risk of having to repay monies if the project is not delivered satisfactorily. The implementation of the project board is suggested to mitigate this risk.</p>
Equality and Diversity	<p>As the proposal is further developed additional work will be undertaken with communities and stakeholders to ensure the strength of the proposed bid, and that the whole community participate both in the development and delivery of the proposed improvements.</p>

7 Appendices

7.1 The following documents are to be published with this report and form part of the report:

- Appendix I: *First round offer letter*
- Appendix II: *Grant Award Terms and Conditions*

8 Background Papers

8.1 Original Cabinet Approval Decision [here](#)

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04 July 2016

Our Ref: PP-15-05083

Graeme Tuff
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT

Dear Graeme,

Faversham Recreation Ground

Congratulations, your application has now been assessed, and I am delighted to inform you that we have decided to award a first-round pass. I am also pleased to confirm that we will offer you a development grant of up to £117,800.00, one hundred and seventeen thousand and eight hundred pounds (81%) of the total eligible development work cost of £145,440.00) towards the development of capital and activity plans, and all other documents required for a Round 2 submission.

The percentage above is known as your 'grant percentage.' As your approved project costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the project. We describe this as the 'payment percentage' and for your project this will be 78%. More information on this can be found within the enclosed *Receiving a grant* guidance.

Part 1 of this letter sets out how we will work with you during the development phase of your project and what you need to do to develop your second-round application.

Part 2 deals with the legal aspects of the development grant that we are offering. It refers to the standard terms of grant that you accepted when you completed the Declaration section of your online application.

Part 3 sets out the next steps, including permission to start and publicity.

Part 1 – How we will work with you

What does a first-round pass mean?

A first-round pass means that we believe that your project has potential to deliver high-quality outcomes and value for Lottery money. Your application will have been in competition with other supportable projects, so a first-round pass is recognition that we value your proposals and want to have the opportunity to assess them in detail at the second round.

A first-round pass does not guarantee that you will receive a grant. We receive more requests for grants than we can support, and your second-round application will still be in

competition for funding. The total costs of your project may change during your development period, but if there is any significant increase in your grant request at the second round this will have an impact on our judgement of the value for money your project offers.

Your project's development phase

You will need to develop your project in line with the proposals set out in your application and the key points to be addressed during the development phase set out below. We will contact you shortly to arrange a start-up discussion for your development phase, when we will agree a timetable for progress reporting, grant payment requests and for your second-round submission. More information on this can be found within the enclosed *Receiving a grant* guidance.

Your second-round application can be sent in as soon as you have completed your development work and we have signed off your completion report on the development grant, and arrive either at the end of August or at the end of February. **The deadline for us receiving your second-round application is 8th July 2018.** If we have not received your full second-round application by then, your first-round pass will have lapsed and you will need to start a new first-round application if you wish us to consider your project again.

Keeping in touch

The key points that need to be addressed in the working up of a second-round bid are: Capital proposals; activity plan; management and maintenance plan, conservation plan and business plan, and such other requirements as may be notified to you during the development phase.

During the development phase we will ask you to report on progress against these and on how you are doing in preparing the documents that you need for your second-round bid. This will help us to understand how well your plans are advancing and alert us to any issues affecting the timing of your second-round submission.

We will undertake a formal review of your progress when you have developed outline costs and got quotes or tenders. This will usually be when your outline proposals are ready (RIBA/LI stage C). Following this review, we will normally ask you to continue developing your project to the second round. Exceptionally, if your proposals have changed a lot, or your costs and grant request have increased significantly, and we consider they no longer represent value for money, we will ask our Joint Board to consider your project again. If this is the case, we may reject your application at this point.

We will appoint a mentor to support you during your development phase in the following areas:

- The development of your Activity Plan, particularly in respect of community engagement capacity and audience development.

They will be available to help you for up to 3 days. We will let you know their name and responsibilities when they are appointed.

Please read the enclosed *Receiving a grant* guidance. This forms part of the standard terms of grant for our development grant and requires you to:

- obtain our permission to start your development phase;
- submit progress reports at a frequency agreed between us. As a minimum, you will normally submit a report with your *Advance payment request form*, if applicable;
- request your grant payments;
- provide a completion and evaluation report when you have finished the development work;
- procure goods, works and services in accordance with EU procurement regulations and the *Receiving a grant* guidance.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml)**, in the same way that you supplied your application form.

Part 2 – The legal section

Grantee name and address:

Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT

Project Reference Number: PP-15-05083

Development Grant

The attached appendix sets out the approved costs to which the Heritage Lottery Fund (HLF) [*if applicable in England* and Big Lottery Fund (BIG)] has agreed to contribute, along with the anticipated partnership funding. It also sets out any further development requirements.

Please be aware that if you spend less on your development work than the approved development budget, we will reduce the final grant payable. Any reduction will be in proportion to HLF's grant contribution.

Standard terms of grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in *Receiving a grant*.

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the development work: None.

Grant expiry date

You must complete the development activities and documents by 8th July 2018.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last for two years from the date of this letter.

The following documents define the development work for which the grant is offered:

1. This letter
2. Your application dated 29th February 2016
3. Documents submitted by you in support of your application including:
 - Images, masterplan and supporting drawings, Allen Scott, January 2016.
 - Evaluation of public consultation and exhibition.
 - Lease.

Withdrawal of the grant

We may withdraw the grant if:

- You have already started your development work before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start the development work within 6 months of the date of this letter.
- For capital projects only, your project does not pass the review at RIBA/LI stage C. If your project is rejected at this point, we will withdraw the remainder of the development grant.

Part 3 – Next steps

The following documents accompany this letter:

- 'Receiving a grant' setting out our monitoring requirements
- 'How to acknowledge your grant' guidance
- Photography of HLF-funded projects: A guide for grantees – available online at: www.hlf.org.uk/photography
- How to announce your grant to the media
- Template photo call notice
- Template press release – first round pass with development funding

Permission to start

We will only give you our permission to start the development phase when certain pre-conditions, defined in the *Receiving a grant* guidance, have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your *Permission to start* form.

Please note that your *Permission to start* form will be released to your online account within 15 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Anya Whitehead
Senior Grants Officer
Direct Line: 020 7591 6112

Email: Anya.Whitehead@hlf.org.uk

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a development grant on our website within 10 days of the grant being awarded. Your Grants Officer can assist you with queries about publicity and the media and I have enclosed a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact your Grants Officer as soon as possible to agree the most appropriate location and nature of HLF and BIG acknowledgment for your development phase grant. You must make sure you include our logo on any information you produce about your development work, for example, on public consultation or fundraising information or materials. You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the enclosed *How to acknowledge your grant* guidance which explains how to do this.

Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

We wish you every success with your development phase, and look forward to receiving regular updates.

Please contact your grant officer if you have any queries arising from this letter.

Yours sincerely,



Stuart McLeod
Head of Heritage Lottery Fund South East

Appendix 1 – Approved project costs

a) Development Phase costs

Development costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Professional Fees	Project Manager, Landscape Architect, Engineer(s), Quantity Surveyor, Architect and Specialist Surveys	88,500	0	0	0	88,500
New staff costs	No new staff costs	0	0	0		0
Recruitment	No recruitment costs	0	0	0		0
Contingency	5% on fees and 10% on specialist reports and surveys	8,790	0	0	0	8,790
Volunteer time	Visitor research, coordinating conservation records, drop-in days, coordinating heritage info, assisting with MMP and Ecological Survey	4,500	0	0	0	4,500
Other costs (development-phase)	Activity Plan, MMP, Tree Survey, Topo survey, Ecological, Services and other specialists	43,650	0	0	0	43,650
Total Costs		145,440	0	0	0	145,440

b) Development Phase income

Development income

Income Heading	Description	Secured	Total (£)
Local authority	Proportion of Swale BC S106 funds	Yes	23,140
Volunteer time	As breakdown above and in attached spreadsheet	No	4,500
HLF Grant			117,800
Total Income			145,440

c) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£

Cost Heading	Description	Cost £	Vat £	Contingenc y		Total £
				£	%	
Repair and conservation work	Toilets (£66,720), Lodge (£207,000); Paths & Surfacing (£249,455); Trees and planting (£16,625); Entrances and frontages (£138,095); Restoration of features (£63,200); Replacement features (£64,200); Playground & Skate Park (£132,300); woodland mngmnt & drainage (£34,000)	971,595	0	0	0	971,595
New building work	Pavilion works incl. cafe extension	100,235	0	0	0	100,235
Other costs (capital)	Prelims (11%) on capital works as above (139,714) and further surveys, planning and building control fees (8,925) all as breakdown attached	148,639	0	0	0	148,639
Equipment and materials (capital)	For Activity Plan events during delivery phase	5,000	0	0	0	5,000
Professional fees relating to any of the above (capital)	Project Manager and Consultant team as breakdown	106,575	0	0	0	106,575
Total Costs		1,332,044	0	0	0	1,332,044

Activity costs

Cost Heading	Description	Cost £	Vat £	Contingenc y		Total £
				£	%	
New staff costs	For 5 Years; Part time Ranger service (£16k p.a.), Part time Apprentice (£6k p.a.), Part time Community Engagement Officer (£15k p.a)	185,000	0	0	0	185,000
Training for staff	Appropriate training courses	4,500	0	0	0	4,500
Training for volunteers	Allowance for training	25,000	0	0	0	25,000
Travel for staff	Allowance for travel	1,000	0	0	0	1,000
Travel and expenses for volunteers	Allowance	6,500	0	0	0	6,500

Cost Heading	Description	Cost £	Vat £	Contingenc y		Total £
				£	%	
Other costs (activity)	Printed material and activity costs	90,500	0	0	0	90,500
Equipment and materials (activity)	Allowance for equipment and materials	15,000	0	0	0	15,000
Professional fees relating to any of the above (activity)	Specialist supervision for Conservation work	18,225	0	0	0	18,225
Total Costs		345,725	0	0	0	345,725

Other costs

Cost Heading	Description	Cost £	Vat £	Contingenc y		Total £
				£	%	
Recruitment	Adverts etc	1,000	0	0	0	1,000
Publicity and promotion	Website, leaflets, comms etc	15,000	0	0	0	15,000
Evaluation	Surveys and reports	3,000	0	0	0	3,000
Contingency	Contingency on capital works	97,159	0	0	0	97,159
Inflation	2% 2017 3% 2018	59,481	0	0	0	59,481
Increased management and maintenance costs (maximum five years)	Approx £15k p.a. uplift	76,000	0	0	0	76,000
Volunteer time	Friends, maintenance, surveys and counts, guided walks, conservation and gardening volunteering	38,500	0	0	0	38,500
Total Costs		290,140	0	0	0	290,140

d) Delivery Phase income

Delivery income

Income Heading	Description	Secured	Total (£)
Local authority	Remaining S106 funds	Yes	251,359
Increased management and maintenance Costs (maximum five years)	Uplift of approx £15k p.a.	No	76,000
Volunteer time	Allowance	No	38,550
HLF Grant			1,602,000
Total Income			1,967,909

Parks for People

Grants from £100,000 to £5,000,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you applied for a grant and how you intend to carry out those purposes as set out in your Application, but taking account of any changes we and you agree in writing, or that are required by us at any time before we release any of the Grant. These purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your project to your second-round Application, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of your Project, its achievements and lessons learned.

First-Round Pass Letter - our letter confirming that you can proceed to the second-round Application. This will identify any Development Work you need to do before you send in a second-round Application.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after a second-round Application.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the project referred to in your Application that consists of, or includes, the Approved Purposes.

Project Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital properties, intellectual property rights and any documents that you produce or order as part of the Approved Purposes.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant.

Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use the Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Project development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:
 - a. when they refer to “Approved Purposes” this means your Development Work.
 - b. when they refer to “Approved Usage” this means you using the product of the Development work to further the Project.
 - c. when they refer to a “Grant Expiry Date” this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
 - d. when they refer to “Grant” this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
 - e. when paragraphs 5, 24 and 38 refer to the “Grant Notification Letter” this means the First-Round Pass Letter.
 - f. paragraphs 9a, 9c, 16 17 and 18 will not apply.

Project monitoring

8. You must give us any financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
9. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the Property and any work to it;
 - b. monitor the conduct and progress of the Approved Purposes; and
 - c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of your Project at times agreed with us.

10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
11. We will monitor the progress of your Project and will carry out checks at and after the end of the Project to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.
12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

13. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Property

15. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 24, you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.
 - a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;
 - b. that you sell or let the Property at its full market value;
 - c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

16.
 - a. Following completion of the capital works needed to achieve the Approved Purposes, you must maintain the Property in good repair and condition.

- b. You must apply for a Green Flag Award for the Property in the year immediately following completion of the capital works needed to achieve the Approved Purposes.

After that you must take all steps necessary to retain the Green Flag Award for at least the next six years.

- c. When requested, you must send us written confirmation of the Green Flag Award relating to the Property for the then current year.
17. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.
 18. You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
 19. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
 20. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.
22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
23. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:
 - a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
 - b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
 - c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
 - d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Project Completion Date;

- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:
- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
27. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application; or
 - g. you fail to keep to any of these terms of grant.
28. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
29. If you sell or otherwise part with all or part of the Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 27.

Local Authority Grantees

This paragraph is only applicable if you are a local authority

30.

- a. Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept these terms of grant, together with a statement containing the information set out in paragraph b below.
- b. The statement must include the following information.
 - The power (statutory or otherwise) you have and which you have used to accept these terms of grant.
 - An extract of that part of your policy framework under which you have accepted these terms of grant
 - The executive arrangements under which your decision to accept these terms of grant was made.
 - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
 - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- c. Without affecting paragraph 32 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.
- d. We may withdraw the Grant (after considering the matters referred to in paragraphs 30a and 30b) if we are not satisfied that these terms of grant are valid and binding on you.
- e. Within 21 days of sending us the document and information needed under paragraph 30a (or evidence of the confirmation of the decision in line with paragraph 30c), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:
 - the powers you are relying on in accepting these terms of grant do allow you to enter into these arrangements
 - you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
 - you have taken account of only, and all, relevant considerations in using those powers.

You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.
- f. You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph g below.
- g. You promise that:

- you have the authority to accept these terms of grant;
- in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and
- your decision to accept these terms of grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.

General terms

31. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
32. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.
33. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
34. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
35. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
36. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.
37. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
38. These terms of grant will last for the period set out in the Grant Notification Letter.
39. These terms of grant cannot be enforced by anybody other than you or us.

Cabinet Meeting		Agenda Item: 5
Meeting Date	8 August 2016	
Report Title	Award of Superstructure and Structural Insulated Panels (SIPS) Contract for Great Easthall Community Centre.	
Cabinet Member	Cllr Duncan Dewar-Whalley, Cabinet Member for Finance.	
SMT Lead	Emma Wiggins, Interim Director of Regeneration	
Head of Service	Charlotte Hudson, Interim Head of Economy and Community Services	
Lead Officer	Charlotte Hudson, Interim Head of Economy and Community Services	
Key Decision	No	
Classification	Open	
Forward Plan	Reference number:	
Recommendations	1. To approve the appointment of Glosford Timber Solutions Ltd as Superstructure and SIPS Contractor for the Great Easthall Community Centre for £90,565.	

1 Purpose of Report and Executive Summary

- 1.1 This report provides Cabinet with an update on progress of the Great Easthall Community Centre project, and requests authority to award the Superstructure and SIPS contract to the preferred supplier.

2 Background

- 2.1 Great Easthall is a new build development within Sittingbourne. The development was subject to a S.106 agreement that provided £1.2 million and land for the construction of a community centre.
- 2.2 The S.106 was varied in 2014 to allow for the funding to be provided up front at a reduced amount of £1.02 million, on the proviso that the scheme was completed by March 2017.
- 2.3 Land has been allocated for the Community Centre, and its freehold transfer (from owners Medical Centre Developments) is currently being finalised by Legal Services under the terms of the S.106.
- 2.4 A professional team has been appointed and consists of a Project Manager, Architect (Principal Designer), Cost Consultant, Mechanical and Electrical

Engineer, and Civil, Structural and Public Health Engineer. The team has progressed with the design of the community centre based on an overall construction budget of £810k. The current programme aims for completion in March 2017.

- 2.5 Due to construction price inflation and in order to maximise value for money, the project team agreed a construction management route for the procurement of the project. The Construction Manager was appointed by Cabinet in February 2016, and he has overall management of the site and preliminaries. The various sub-packages that constitute the build were planned to be procured separately, thus reducing the overhead and profits that a main contractor would achieve, so mitigating any construction price inflation to maintain the project within the budget parameters.
- 2.6 The procurement of the build was developed into 18 lots, and their procurement was conducted as an open tender, advertised through the Kent Business Portal and SBC Website. The tender was issued to all those organisations who had expressed an interest.
- 2.7 This report specifically relates to the Superstructure and SIPS package. The remaining 16 lots are being evaluated, and all those under the threshold for Cabinet decisions will be appointed under delegated authority of the Head of Service in consultation with the Cabinet Member for Finance and Performance, with the final package due to be brought forward to award at Cabinet in November.

Superstructure and SIPS Tender

- 2.8 The procurement of the Superstructure and SIPS package did not attract any compliant tenders. Following this unsuccessful tender process, legal advice was sought, as a result of which open negotiations were entered into with the non-compliant tenderer and the Construction Manager to obtain these services directly from their supply chain as an alternative procurement route.
- 2.9 The Quantity Surveyor has obtained three quotes from their supply chain all organisations meet the requirements set out in the Competency Questionnaire. The tender analysis is shown in the table below:

Table 1 - Tender Values Cost Analysis

Organisation	Price (£)
Glosford Timber Solutions Ltd	90,565.00
Company B	99,071.00
Company C	154,657.97

- 2.11 Based upon the analysis provided and professional advice from the Construction Manager and Quantity Surveyor it is recommended to appoint Glosford Timber Solutions Ltd.

3 Proposals

- 3.1 To approve the appointment of Glosford Timber Solutions Ltd as Superstructure and SIPS Contractor for the Great Easthall Community Centre for £90,565.

4 Alternative Options

- 4.1 One option is to re-tender the Superstructure and SIPS package and all sub-packages that had non-compliant tenders. However, this is not recommended as it is unlikely to yield a better return, and given the tight timescales for the project this would make the project unviable as it would be unlikely to be completed within the requirements of the S.106 agreement.
- 4.2 A second option is to re-tender for a main contractor. However, this is not recommended as it would require the termination of the Construction Manager Contract and a loss of fees paid to date on pre-construction works. In addition, and as with 4.1, there would be a significant delay to the project, moving the end date to July 2017, which would require a negotiation to vary the S.106 agreement.
- 4.3 A final option is that the contract is not awarded and the community centre is not built. However, this is not recommended as there is an identified need for the community centre, and funding for the project is in place which would have to be returned to the developers.

5 Consultation Undertaken or Proposed

- 5.1 Community consultation has been carried out with Great Easthall residents to inform the design process and requirements for the community centre.

6 Implications

Issue	Implications
Corporate Plan	The completion of the Great Easthall Community Centre assists in delivering the 'Community to be proud of' priority within the Corporate Plan.
Financial, Resource and Property	S.106 funds have been secured for the Capital project. A project manager is in place to oversee the project, and other professionals have been procured to carry out specialist functions.
Legal and	Legal and procurement advice has been sought and adhered to

Statutory	through the contract negotiation period. A standard JCT contract will be entered into with the Superstructure and SIPS Contractor.
Crime and Disorder	Design of the building has taken into consideration the need to design out crime. Good management of the building will reduce the likelihood of damage to the property.
Sustainability	Within the budget constraints that apply, design of the building has taken into consideration environmental and sustainability issues. The community centre will be managed by a Trust in the future, and a commuted sum will be provided from the S.106 funds towards future maintenance and running costs.
Health and Wellbeing	The community centre will offer hireable space for a range of activities, a number of which will enhance the health and wellbeing of residents in the Borough.
Risk Management and Health and Safety	A CDM-Co-ordinator is being procured to carry out the client CDM-C duties, and the architect has been appointed as Principal Designer. The Construction Manager will be responsible for the health and safety on site.
Equality and Diversity	Design of the building ensures the building is compliant with the Disability and Discrimination Act.

7 Appendices

7.1 None.

8 Background Papers

8.1 None.