

<b>Title of Report:</b>	<b>Essential 'Changing Places' standard compartments at;- Rathlin Island &amp; Megaw Park, Ballymoney</b> <i>(Stage 1 &amp; Stage 2 combined Capital gateway progression request).</i>
<b>Committee Report Submitted To:</b>	<b>Environmental Services Committee</b>
<b>Date of Meeting:</b>	<b>14<sup>th</sup> November 2023</b>
<b>For Decision or For Information</b>	<b>For Decision</b>
<b>To be discussed In Committee</b> <b>NO</b>	<b>Not applicable</b>

<b>Linkage to Council Strategy (2021-25)</b>	
Strategic Theme	Protecting and Enhancing Our Environments & Assets
Outcome	Our natural assets will be carefully managed to generate economic and social returns without compromising their sustainability for future generations.
Lead Officer	Director of Environmental Services

<b>Budgetary Considerations</b>			
Cost of Proposal	<ul style="list-style-type: none"> <li>£30, 000.00 granted for each individual site, (DfC funding).</li> <li>£7,500.00 estimated Council capital contribution</li> <li>Professional Services, (to complete ITT Pack):- £4, 820.00 + VAT</li> </ul>		
Included in Current Year Estimates	NO		
Capital/Revenue	Capital		
Code	To be confirmed / allocated		
<b>Legal Considerations</b>			
Input of Legal Services Required	No		
Legal Opinion Obtained	Not applicable, (capital works)		
<b>Screening Requirements</b>	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	<b>TBC at Stage 1 &amp; 2</b>	Date: N/A
	EQIA Required and Completed:	Yes/No	Date: N.A
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date: N.A
	RNA Required and Completed:	Yes/No	Date: N.A
	Screening Completed:	Yes/No	Date: N.A

Data Protection Impact Assessment (DPIA)			
	DPIA Required and Completed:	Yes/No	Date: N.A

## 1.0 Purpose of Report

1.1 The purpose of this report item is to request Members consideration and approval for officers to progress simultaneously with **Stage 1**, (Feasibility & Scoping), and **Stage 2**, (Detailed Design & Procurement) of the capital procurement gateway in respect of providing essential *‘Changing Places Compartments at Rathlin Island & Megaw Park, Ballymoney’*.

## 2.0 Background

2.1 Causeway Coast & Glens Borough Council have been successful in achieving £60,000.00 grant funding from Department for Communities, (DfC), through the DfC Access & Inclusion Programme 2023/2024.

2.2 We refer to **extract ‘1’** below from the funding letter of offer, (LoO), for ease of reference. Please refer to **Appendix A** for the complete Letter of Offer from DfC.

<b>Project Applicant</b>	Causeway Coast and Glens Borough Council
<b>Project Title</b>	DfC Access & Inclusion Programme 2023/24
<b>Project Amount:</b>	£67,500
<b>Grant Award</b>	£60,000
<b>Period of Grant:</b>	17/10/2023 – 31/03/2024

I am pleased to inform you that your application has been approved and that under the provisions of The Social Need (Northern Ireland) Order 1986, the Department for Communities (DfC) has agreed to offer a grant of up to a maximum of **£60,000.00** to the Applicants (“the grant recipient”) for the projects as outlined below.

Venue	Project Title	Funding offer
Rathlin Island	Changing Places facility	£30,000
Megaw Park	Changing Places facility	£30,000

2.3 The existing building at Megaw Park, Ballymoney shall be internally altered to facilitate the required standards of such a changing places compartment, whilst a new bespoke prefabricated off-site unit shall be provided alongside the existing public convenience at Rathlin Island.

## 3.0 Proposal

3.1 It is proposed, in order to facilitate the required timeframes in respect of funding, that officers now progress simultaneously at the identified professional cost as noted on page no.1 of this report item, with **Stage 1**, (Feasibility & Scoping), and **Stage 2**, (Detailed Design & Procurement) of the

capital procurement gateway in respect of providing essential *‘Changing Places Compartments at Rathlin Island & Megaw Park, Ballymoney’*.

#### **4.0 Recommendation**

- 4.1 **It is recommended** that Elected Members grant approval for officers to progress simultaneously with **Stage 1**, (Feasibility & Scoping), and **Stage 2**, (Detailed Design & Procurement) of the capital procurement gateway in respect of providing essential *‘Changing Places Compartments at Rathlin Island & Megaw Park, Ballymoney’*.
- 4.2 Upon completion of **Stage 2**, (Detailed Design & Procurement), officers shall bring before Members, **(full Council in December 2023)**, a completed tender conclusion report following a public procurement exercise for *‘Works’* at each of the locations identified, with a recommendation to progress to Stage 3 – construction phase.

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Infrastructure Planning &  
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**Tel: (028) 9051 5071**

Mr Richard Baker  
Director of Leisure and Development Services  
Causeway Coast & Glens Borough Council,  
Cloonavin,  
66 Portstewart Road,  
Coleraine,  
BT52 1EY

17 October 2023

Dear Richard,

<b>Project Applicant</b>	Causeway Coast and Glens Borough Council
<b>Project Title</b>	DfC Access & Inclusion Programme 2023/24
<b>Project Amount:</b>	£67,500
<b>Grant Award</b>	£60,000
<b>Period of Grant:</b>	17/10/2023 – 31/03/2024

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<b>Venue</b>	<b>Project Title</b>	<b>Funding offer</b>
Rathlin Island	Changing Places facility	£30,000
Megaw Park	Changing Places facility	£30,000

## PRE-CONDITIONS OF GRANT FUNDING

Funding will be subject to:

1. Budget availability for grant awards.
2. Terms and conditions included in this letter being met in full by the grant recipient (**Appendix A**).
3. Provision to DfC of satisfactory constitution and governance documents in respect of the grant recipient.
4. Confirmation that the grant recipient is financially viable and solvent. DfC will require copies of the last two years financial statements to determine viability and solvency.
5. Confirmation that the grant recipient has appropriate financial controls and monitoring arrangements in place to ensure effective financial management of this project. DfC will require a copy of all internal financial control policies and procedures.
6. Confirmation of the grant recipient's VAT status i.e. whether or not the grant recipient is registered with HMRC and can/cannot reclaim VAT on expenditure relating to this project.
7. Confirmation that procurement of any equipment has been undertaken in line with relevant guidance.
8. Confirmation that the grant recipient will agree all marketing and publicity for the project with DfC in advance of undertaking any media activity.
9. Provision of copies of the grant recipient's title to the Property which is satisfactory to DfC.
10. Execution by the grant recipient of a security over the Property in favour of DfC in terms satisfactory to DfC prior to release of any grant funding.

Please read this offer carefully and if you wish to accept it on the terms and conditions stated in this letter and in the terms and conditions attached at Appendix A, please return one copy of the enclosed 'Form of Acceptance', signed and dated on behalf of the Applicants. You should retain the other copy, which together with this letter, appendix A and annexes 1 – 7 will constitute the legally binding contract/agreement between DfC and the Applicants. Failure to observe these terms and conditions may result in the funding being withdrawn.

You have **one week** from the date of this letter to accept the terms and conditions of this award. After the one week period, this offer of award may lapse, unless valid reasons are given for the delay, and these are accepted by DfC. If this offer lapses, funding may not be available for your project.

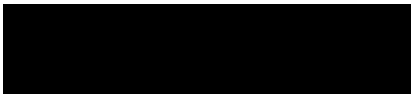
Revisions to this letter of offer may be made by a 'letter of variance' at the discretion of DfC.

Definitions of terminology used in this contract are given at **Annex 1**.

**Please note the period of grant is up to 31 March 2024 and therefore your project must be completed prior to this date.**

If you have any queries, or if you would like to meet to discuss this letter further, please do not hesitate to contact me on 028 9051 5011.

Yours sincerely



pp  
**Kathryn Hill**  
**Director of Active Communities Division**  
**Engaged Communities Group**

**SPECIFIC & GENERAL CONDITIONS OF GRANT FUNDING**

**SPECIFIC CONDITIONS**

**Conditions of Award**

1. DfC shall not be obliged to make any payment before you have:
  - a. returned a signed copy of the **Form of Acceptance** to DfC;
  - b. returned a signed **Funders Passport Declaration** (attached at **Annex 2**), including supporting documentation as requested by DfC;
  - c. returned a signed **DfC Policy/Procedures Declaration** (attached at **Annex 3**), including copies of all relevant policies/procedures as requested by DfC;
  - d. followed procurement procedures as outlined in **Annex 4**;
  - e. returned a completed **Nominated Bank Account Details Form** (attached at **Annex 5**) confirming the bank account is in the name of the organisation and under the control of a committee or board (with a minimum of 2 signatories);
  - f. provided a Benefits Realisation Plan (template attached at **Annex 7**) approved by DfC;
  - g. provided written confirmation of your VAT status i.e. whether or not the grant recipient is registered with HMRC and can/cannot reclaim VAT on expenditure relating to this project;
  - h. provided copies of the grant recipient's title to the Property which is satisfactory to DfC. **[If required]**
  - i. executed and delivered a security in favour of DfC in terms satisfactory to DfC and procured that your solicitors have provided undertakings in the form required by DfC's solicitors in connection with registration of the security. **[If required]**

*Should DfC not be satisfied with the acceptability of the information provided, the grant recipient shall be required to make such revisions or adjustments as are necessary and provide DfC with evidence of such revisions or adjustments, to satisfy DfC that public funding can be released appropriately.*

## Payment Conditions of Award

2. Unless DfC otherwise agrees, DfC shall not be under any obligation to make payments in respect of grant to the grant recipient at any time when:
  - an event of default has occurred and is continuing; or
  - making the payment would cause the total amount of grant paid by DfC to the grant recipient to exceed the maximum amount of grant; or
  - there are any compliance matters in relation to previous or existing claims for payment of grant, which have not been resolved to the satisfaction of DfC.
3. Value Added Tax (VAT) recoverable by the grant recipient will be deducted from project costs in calculating the final allowable expenditure for grant purposes.
4. The grant is up to the amount detailed in this Letter of Offer. Should all the money not be spent on agreed eligible costs and activities the unspent balance will not be available to the project.
5. The overall amount of grant will not exceed the maximum amount of grant.
6. If funding becomes available from other sources in respect of the project at any time during the control period, DfC must be notified without delay and (following prior consultation with the grant recipient) DfC reserves the right to reduce the maximum award amount of grant by a sum equivalent to such third party funding. Where the maximum amount of grant is reduced below the level of funds paid by DfC at the date of notification, DfC shall be entitled to be repaid on demand any funds paid by it above that level.
7. For each grant claim the grant recipient must complete and submit a Claim Form (as supplied by DfC) which must be signed by two authorised officers and supported by the following documentation:
  - Original VAT invoices from the approved supplier(s) for expenditure; and
  - such other documentation as DfC may require for the purposes of verification.

Photocopies cannot be accepted unless prior written approval has been given by DfC.

8. The work must only be carried out by the approved supplier(s) as identified in the grant recipient's quotation analysis. Only invoices from the approved supplier(s) will be deemed eligible for funding.
9. Payment will only be made for expenditure on the activities/costs agreed with the Department. Any changes to the allocation of costs as agreed with the Department should be communicated immediately to DfC and any proposed variances must be agreed in advance with DfC.



10. Payments will be made by Bank Automated Clearance System (BACS) to the nominated bank account by DfC.
11. The grant recipient must submit original nominated bank account statements to DfC to confirm the full payment (including the VAT element) of the invoices/claim documentation relating to their previous claim for grant. No further payments of grant will be made until confirmation has been received of full payment of the previous claim for grant.
12. The grant recipient shall, unless DfC agrees otherwise, repay to DfC any grant paid to it as a result of an administrative error (by DfC, the grant recipient or any person) as soon as the grant recipient becomes aware of such occurrence.
13. After each payment of award by DfC, the grant recipient must pay the approved contractor/supplier in line with the agreed contract they have with their contractor/supplier and no later than 21 days after receipt of DfC funds. The grant recipient must pay the contractor/supplier the exact amount noted on the valuation certificate/invoice submitted as part of the DfC claim. This requirement applies to all claims.
14. The grant recipient shall not submit a claim form for any sum that is in dispute. Where invoices include disputed sums, there shall be no obligation on DfC to pay the disputed amounts.
15. The accounting of expenditure for the project is on an accruals basis (i.e. accounting for expenditure is in the period that the expenditure occurs, not when it is paid). Claims for grant must be submitted throughout the financial year. For expenditure incurred in the last month of the financial year, a claim must be submitted within three months following the end of the financial year.
16. The grant recipient must return to DfC an appropriate share of any under-spend on the project. The share of the under-spend to be returned to DfC shall be in direct proportion to the actual share of the allowable costs originally met from DfC's funds, as determined from the Letter of Offer.

### **Monitoring & Evaluation**

17. Any failure to meet targets/objectives could result in a reduction in the grant paid.
18. The grant recipient shall provide DfC, upon demand, with such evidence as DfC shall require, to demonstrate successful completion, delivery and operation of the project in compliance with the approved application.
19. In the event of failure to demonstrate successful completion, delivery and operation of the project, the grant recipient shall take such steps as shall be acceptable to DfC to demonstrate recovery of the project and the objectives of the application form and benefits realisation plan.
20. The grant recipient is required to submit a Post Project Evaluation (Post Project Evaluation Template is available from DfC on request), to be completed once the project is complete.

21. The date for receipt of the final report detailing final income and expenditure relating to the project and completed Post Project Evaluation, which must be sent to DfC, is no later than 12 months after the completion of the project.

## GENERAL CONDITIONS

22. The grant recipient shall:

- a. apply the funding solely for the purposes of carrying out and implementing the Project as detailed in the application form and in this Letter of Offer and approved by DfC;
- b. notify DfC as soon as possible if there is likely to be an underspend by the end of the Financing Period;
- c. not without the prior written consent of DfC, transfer any of its rights or obligations under this Letter of Offer;
- d. be sufficiently served by any letter, notice or demand by DfC if it is delivered by hand, left at the last known address, or sent by post addressed to its registered office address as listed in Companies House;
- e. in the case of any dispute arising on the interpretation of the conditions contained within this Letter of Offer or any Letter of Variance, accept that the decision of DfC shall be final and binding;
- f. conduct a final self-evaluation on completion of the Project. This should review the progress of the Project and identify and document any remedial action that was required.
- g. ensure that any works which are related to fire safety are carried out only after agreement and certification of the NI Fire Authority have been received; and that all Health and Safety Regulations have and will be met;
- h. immediately inform DfC of any circumstances which will or may affect the ability of the grant recipient to carry out the Project;
- i. not vary or alter the Project without the prior written consent of DfC (other than discretion to manage salaries depending on funding allocation);
- j. not alter or vary its Memorandum or Articles of Association without the prior written consent of DfC;
- k. not seek, make any application for, or accept any financial assistance from any other Government Department, public body or agency in respect of the expenditure for which the funding is or may be payable under the terms of this Letter of Offer, without the prior written consent of DfC;
- l. maintain proper and effective accounting records which identify individual financial transactions relating to the Project, including the retention of original invoices and receipts;

- m. make payment for expenditure incurred by cheque or BACS (no cash can be paid). Invoices and receipts for payment should be retained for all expenditure.
- n. provide any information concerning the progress, administration, monitoring and evaluation of the project as requested by DfC;
- o. permit DfC, the Department's Agents and the Comptroller and Auditor General to enter upon any premises owned or occupied by the applicant for the purpose of inspecting the Project or any asset or accounting record relating to the Project;
- p. ensure that all records and information relating to the Project, including those held by third parties and consultants, are held for a minimum period of not less than 7 years (10 for tender documents). Specifically, all tender documentation including any amendments with explanatory notes, and all tender evaluation documentation should be retained for this period;
- q. ensure that DfC's contribution of funding to the project under this Letter of Offer is appropriately recognised through a variety of mediums. This includes press releases, speeches, publications, banners, signage, advertisements and media interviews. Northern Ireland Executive/DfC branding must be prominently displayed. Electronic branding and logos are available by contacting the DfC Communications and Engagement Office by email to [Commsengagement@communities-ni.gov.uk](mailto:Commsengagement@communities-ni.gov.uk);
- r. keep DfC regularly informed of marketing, press and PR activity including the planning and delivery of public statements, announcements and promotional activity concerning the project;
- s. repay to DfC any overpayment forthwith on first demand or on becoming aware that the funding has been overpaid, whichever first occurs;
- t. ensure that the funding shall not be used for the purpose of or in any way connected with the promoting of any religious or political viewpoint or use for a purpose that could be perceived as discriminatory on grounds of religion, sexual orientation, colour, race, gender or disability;
- u. ensure that it has obtained all relevant licences and permissions where applicable to the Project;
- v. ensure that all actions undertaken in relation to this Project comply with the relevant statutory legislation in existence during the lifetime of the Project;
- w. comply with the requirements of all relevant/current EC Directives and legislation from time to time in force relating to working conditions, health and safety at work, etc. and the requirements of the Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment & Treatment (NI) Order 1998, the Disability Discrimination Act 1995, The Race Relations (NI) Order, the Human Rights Act 1988, the Health & Safety at Work (Northern Ireland) Order 1978, the Children's Act 1989, Section 75 of the Northern Ireland Act 1998 and all

Employment Equality Legislation and any enactments amending, extending or replacing them;

- x. acknowledge that DfC accepts no liability to the grant applicant, other than as expressly provided for in this Letter of Offer and subject to the terms and conditions stated;
- y. acknowledge that DfC accepts no responsibility or liability for staff employed in relation to the Project. The applicant shall be the employer of all staff it employs for the project and shall be responsible for all matters in connection with that employment including any legal or tax obligations;
- z. insure any items of an insurable nature which have been obtained with the benefit of the grant funding to the full replacement value thereof and furnish DfC with copies of all relevant policies of insurance on demand by DfC;
- aa. insure in the name of the grant recipient all buildings or premises which are now or may in the future be erected on the Property against loss or damage by fire or theft , for a sum equal to the cost of their reinstatement or replacement and keep the same so insured;
- bb. if the buildings or premises so insured are in any part thereof destroyed or damaged, expend without delay the monies received under such insurance in rebuilding, reinstating or replacing the same; and
- cc. maintain in good condition all property, equipment, machinery, furniture, fixtures, fittings and assets which DfC has funded or part funded.
- dd. be able to demonstrate a commitment that the asset owner will commit to ensure that any consequential resource / staff are available to make use of the investment.

### **Claims & Payments**

- 23. Claims for goods and services will not be paid unless supported by the documentation detailed in 7 above.
- 24. Claims for assistance towards the cost of individuals who are employed in the project will not be paid unless supported by the documentation detailed in paragraph 7-above.
- 25. No payment will be awarded for any expenditure incurred outside the award period specified.
- 26. For payments made in advance, these will not be made by DfC until the grant recipient has demonstrated the need for the advance payments to the satisfaction of DfC.
- 27. There shall be no obligation on DfC to make payment in respect of claims which are received more than 3 months after the end date of the Financing Period.

## **Bank Account**

28. A nominated current account must be maintained for the disbursement of all expenditure related to the project. Details of the account must be provided on the form provided with this letter. The Grant will be paid directly into this bank account. **No cash payments may be made for expenditure incurred.**
29. Any proposed changes to bank account details must be notified to DfC immediately.
30. Organisations involved in the delivery of multiple projects may already have a financial system using cost centres rather than multiple bank accounts. Such organisations may wish to negotiate with DfC to retain this system for the purposes of managing the project. These negotiations will require the grant recipient to demonstrate to the DfC's satisfaction that the systems in place guarantee a clear audit trail with regard to all aspects of the project finances. Should subsequent systems checks reveal that DfC's requirements are not being met in this respect then the use of a dedicated bank account will become mandatory.
31. DfC will make every effort to pay claims promptly but accepts no liability in respect of loss attributable to delay in the payment of claims or to any suspension, reduction or cancellation of grant.

## **Fixed Assets**

32. Should DfC funding be used to purchase or build a fixed asset/s, the applicant must maintain a fixed assets register. The assets must be retained by the applicant for periods which reflect their economic life. The grant recipient shall not sell, transfer or otherwise dispose of any asset without the prior written authorisation of DfC. If any asset obtained with the benefit of grant is sold, transferred or otherwise disposed of within 10 years from the Completion Date the grant recipient shall, on demand, repay to DfC so much of the grant as DfC considers is reasonable.

## **Disposal and Clawback**

33. The grant recipient shall not sell, transfer or otherwise dispose of the Property without the prior written consent of DfC. If the Property is sold, transferred or otherwise disposed of within 10 years from the Completion Date or DfC concludes that the project has been abandoned DfC shall be under no obligation to make any further payment of the Grant and the full amount of the Grant already paid shall be repaid by the grant recipient on demand by DfC.

## **Procurement**

34. In the event of the procurement of goods and services connected to the Project, the grant recipient is required to have procurement procedures which demonstrate value for money, are in line with NI Public Procurement Policy and comply with relevant guidance which can be accessed on CPDs website - <https://www.finance-ni.gov.uk/topics/procurement/procurement-policy-and-guidance>. At all times, due consideration should be given to ensure best value for money and open, fair and transparent competition. The grant recipient must keep records which support its

decisions and be able to provide DfC with evidence of the competitive process if requested by DfC. **(Annex 4 refers)**

35. The grant recipient shall ensure that no conflict of interest shall arise in the appointment of any person to provide any goods, services or works which may be wholly or partly funded by DfC, and shall upon request provide DfC with written confirmation that no such conflict arises. A written declaration of interest must be provided where any member of the grant recipient organisation has any association or connection with any person who bids to provide work, goods or services to the grant recipient.
36. The grant recipient must provide DfC with a copy of any approved tender evaluation report and supporting documentation.
37. The grant recipient shall not enter into any contract for the provision of works, goods or services wholly or partly funded from the award, and the works, supplies or services must not commence until permission to proceed is obtained from DfC.
38. The grant recipient will ensure that any agreements it enters into with contractors contain reasonable and adequate terms and conditions to safeguard the monies paid by DfC and all obligations of the grant recipient hereunder. The grant recipient shall comply with and pay all sums due and owing to contractors in accordance with any agreement it enters into with such persons in connection with the project.

### **Project Officials**

39. Two duly authorised and empowered officials must accept this offer on behalf of the grant recipient. DfC must be informed of any change in project officials. At least one project official shall sign all subsequent communications to DfC including claims for payments (Chairperson and another authorised person e.g. Treasurer).

### **Indemnity**

40. The grant recipient shall indemnify and keep indemnified DfC against all actions, proceedings, costs, claims, demands, and liabilities arising out of, in respect of, or in connection with this Letter of Offer from all or any of the activities associated with the Project.

### **Fraud**

41. The grant recipient is responsible for ensuring effective procedures and controls are developed and maintained to mitigate the risk of fraud occurring and to ensure any instances of fraud are detected promptly – this includes the requirement to have a whistle-blowing policy and fraud policy/response plan in place. In the event of suspected/actual fraud DfC must be informed immediately.
42. If an investigation is deemed appropriate, DfC and its agents will have access to premises, the right to view/obtain any records or documents or to interview any employee as necessary to enable DfC to determine whether any condition subject to which the financial assistance is given is satisfied or is being complied with or whether

the financial assistance has become repayable in whole or in part in accordance with any such condition.

43. The grant recipient (and/or its representatives) may be prosecuted if it knowingly or recklessly makes any statement or produces any document which is false in a material particular.
44. Following a DfC investigation all instances of suspected fraud will be reported to the Police and criminal proceedings may be instigated if deemed appropriate.
45. This letter may be made available to other Departments/Agencies and other funding bodies for the purposes of preventing or detecting fraud.
46. **Conflicts of interest** – declare any actual or potential Conflicts of Interest which could exist as a direct consequence of the grant recipient's use of the funding to be provided by DfC and record same in a Register of conflicts
47. **Charity law**- ensure that the grant recipient operates within, and meets its obligations under charity law in Northern Ireland and further promotes, where relevant to the project, the charitable sector's obligations under the Charities (Northern Ireland) Act 2008.

### **Child Protection and Safeguarding Vulnerable Adults**

48. The grant recipient is responsible for ensuring effective procedures and controls are developed and maintained to ensure the protection of Children and safeguarding vulnerable adults. [Useful websites include [www.safeguardingni.org](http://www.safeguardingni.org) and [www.education-ni.gov.uk](http://www.education-ni.gov.uk).]

### **VAT**

49. The amount of grant awarded is exclusive of VAT unless the VAT status provided as per **Annex 2** proves the grantee cannot reclaim VAT. Any changes to VAT registration status should be communicated to DfC as soon as possible.

### **Sharing of Information**

50. All Government Departments, Agencies and other funding bodies may share information on projects to enable them to prevent and detect fraudulent applications and to co-ordinate the processing of complementary applications. Accordingly, information provided by the grant recipient in the approved proposal and monitoring and evaluation plan and any other information provided may be stored on computer and may be made available to other Departments/Agencies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Such information may also be placed in the public domain, subject to the requirements of the Data Protection Act 2018.

### **Freedom of Information**

51. The grant recipient acknowledges that information on applications and claims for payment for Grant assistance is stored on computer and in accordance with the Data

Protection Act (DPA) 2018, and that such information may be subject to the Freedom of Information Act 2000; in addition this shall include any applicable national implementing Laws as amended from time to time including (i) the UK General Data Protection Regulation (UK GDPR) and the Law Enforcement Directive (LED) and (ii) Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

## **Default**

52. A default will be deemed to have occurred if;
- a. any information provided by the grant recipient or any representative in connection with, or for the purposes of, this contract and whether before or after the date of this Letter of Offer, is misleading or incorrect in any material respect; or
  - b. the grant recipient is in breach of any obligation on its part contained in this Letter of Offer, and such breach is incapable of remedy, or if capable of remedy remains unresolved for a period of 30 days after written notice by DfC; or
  - c. an order is made or an effective resolution is passed for the winding up of the grant recipient's organisation or a Receiver is appointed over the undertaking or a material part of the undertaking of the organisation; or
  - d. the grant recipient is unable to pay its debts within the meaning of Article 104 of the Insolvency (NI) Order 1989; or
  - e. an administration order is made in respect of the organisation.
53. In the event that a default occurs, DfC may suspend or terminate the contract between DfC and the grant recipient constituted by this Letter of Offer and the grant recipient shall, on written demand by the DfC, repay the whole of the amount of the funding paid under this Letter of Offer or such lesser amount as DfC may at its sole discretion so determine.
54. Furthermore, in the event of the applicant defaulting under paragraph 53 above, criminal proceedings may be instigated against the grant recipient as DfC may at its sole discretion so determine.
55. DfC reserves the right to suspend, defer, withhold or claw back any or all of the payments and/or require to repay part or all of the financial assistance if:
- a. The conditions of this offer are not met; or
  - b. Any information given to DfC in connection with the application or claims for financial assistance is found to be false or misleading or there had been failure to disclose any material fact which would have had a bearing on the initial consideration of the application; or



- c. There is a substantial or material change in the nature, scale or timing of the Project; if the Project is used for purposes other than those specified in the application; or
  - d. The applicant receives duplicate funding from any other source for the same project; or
  - e. The operation of DfC or any legislation or DfC funding is changed to the detriment of the funding made available for this project; or
  - f. If the project has in any other way not been implemented in accordance with these conditions of offer.
56. In the event of the identification of any administration errors in grant claims, acts of fraud and/or any circumstance that has caused or is likely to cause a loss or misuse of funding, this should be reported to DfC immediately.

### **Joint and Several Liability**

57. Where the grant recipient comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the grant recipient arising under this Letter of Offer. DfC may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

### **Environmental and Climate Considerations**

58. The grantee shall report progress on the actions to tackle environmental and climate considerations detailed in the grant application.
59. The Post Project Evaluation must also include qualitative and quantitative evidence of the impact that the interventions have made.

TO: Department for Communities  
Engaged Communities Group  
Infrastructure Planning & Delivery Support Unit  
Causeway Exchange  
Level 7  
1-7 Bedford St, Belfast  
BT2 7EG


## Letter of Offer – Causeway Coast and Glens Borough Council

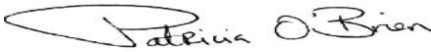
### Form of Acceptance

We refer to your letter of **17 October 2023** in which you offer **Causeway Coast and Glens Borough Council** an award of up to a maximum of **£60,000.00** for the purposes set out in the approved applications.

We accept DfC's offer of such award on the terms and conditions stated in the offer letter dated **17 October 2023**. The undersigned are duly authorised and empowered to sign this acceptance.

Yours faithfully

Name:   
Organisation: Causeway Coast and  
Glens Borough Council  
Capacity: Role Director  
Date: 19/20/23

Name:   
Organisation: Causeway Coast and  
Glens Borough Council  
Capacity: Role Funding Unit Manager  
Date: 19/10/2023

**Definitions of Terminology**

<b>Terminology</b>	<b>Meaning</b>
“Letter of Offer”	The letter to which these terms and conditions are attached, setting out the details of the Project for which funding is available from DfC.
“DfC”	Department for Communities
“Department”	Department for Communities
“Grant Recipient”	Causeway Coast and Glens Borough Council
“Grant /Funding”	Financial assistance paid to the applicant for successfully delivering the Outputs identified in the Letter of Offer.
“The Project”	DfC Access & Inclusion Programme 2023/24
“Irregularity”	Any departure from the operation of any agreement between the applicant and DfC. These include errors with material consequences as well as use of finance or other resources in a way not provided in such an agreement, any malpractice or omission in the management or supervision of a project and any illegal or fraudulent action in connection with the Project.
“Outputs / Outcomes”	The targets established in this Letter of Offer. These form the basis of any payments to the grant recipient.
“Financing Period”	The period of time agreed between the grant recipient and DfC, during which it is eligible to receive funding from DfC for the Outputs identified in the Letter of Offer. This has been agreed as the period between 17/10/2023 and 31/03/2024.
“Officials”	Two representatives to be nominated by the grant recipient to sign this Letter of Offer, subsequent communications with DfC and payment claims (usually Chairperson and Treasurer).
“Control Period”	The period commencing on the date of this Letter of Offer and expiring on the tenth anniversary of Completion Date.
“Completion Date”	The date certified by the Project Manager as the date of practical completion of the Project.

**Funders Passport Declaration**

<b>Project Applicant</b>	<b>Causeway Coast and Glens Borough Council</b>
<b>Project Title</b>	<b>DfC Access &amp; Inclusion Programme 2023/24</b>

I hereby declare that the following documents:

<b>Copy of constitution/memorandum of association</b>	<b>Y</b>
<b>List of Office Bearers or Board of Governors</b>	<b>Y</b>
<b>Organisational Chart</b>	<b>Y</b>
<b>Copy of Audited Accounts or Financial Statement for last two years</b>	<b>Y</b>
<b>Rental Agreement/lease or evidence of ownership</b>	<b>Y</b>
<b>Copy of VAT Registration</b>	<b>Y</b>


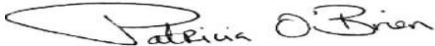
are:

- (i) held on the Government Funding Database are the most up to date and fit for purpose for this application period (within last 12 months);
- (ii) held on the Government Funding Database are not up to date and fit for purpose for this application period but are now provided with this application;
- (iii) not held on the Government Funding Database but have been provided in hard copy to DfC and are up to date and fit for purpose.

*(please delete two of the above as appropriate)*

I agree these documents may be made available to other public sector funders via the Government Funding Database.

I also accept that this information may be published by the Department for Communities (DfC)

	<b>Official 1</b>	<b>Official 2</b>
<b>Signature of Officials</b>		
<b>Name (in BLOCK CAPITALS)</b>	<b>RICHARD BAKER</b>	<b>PATRICIA O'BRIEN</b>
<b>Position Held</b>	<b>DIRECTOR</b>	<b>FUNDING UNIT MANAGER</b>
<b>Date</b>	<b>19/10/23</b>	<b>19/10/2023</b>

**DfC Policy/Procedures Declaration**

<b>Project Applicant</b>	<b>Causeway Coast and Glens Borough Council</b>
<b>Project Title</b>	<b>DfC Access &amp; Inclusion Programme 2023/24</b>



I as Chairperson of XXX Council, I declare that the policies and procedures listed below have been formally adopted, are regularly reviewed and are deemed fit for purpose by my organisation at the time of this application for funding:

<b>POLICY/PROCEDURE</b>	<b>IN PLACE Yes / No / N/A</b>	<b>DATE FORMALLY ADOPTED by BOARD / COMMITTEE</b>	<b>DATE TRAINING PROVIDED TO STAFF, COMMITTEE MEMBERS etc</b>
Strategic/Operational Plan	Y		
Procurement/Tendering Procedures	Y		
Statutory requirements i.e. <ul style="list-style-type: none"> <li>• Equal Opportunities</li> <li>• Fair Employment</li> <li>• Disability Discrimination</li> <li>• Age Discrimination</li> </ul>	Y		
Fraud Policy	Y		
Whistleblowing Policy (Raising Concerns)	Y		
Health and Safety Policy	Y		
Employer and Public Liability Insurance	Y		
Mobile Phone Policy	Y		
Child Protection and Safeguarding Vulnerable Adults Policy – with appropriate staff and volunteers being registered with Access NI	Y		
Data Protection Policy	Y		
Information Asset Policy	Y		
Internet Policy	Y		
Document Retention Policy	Y		
Conflict of Interest Register/Policy	Y		
Travel Policy	Y		
Volunteering Policy	Y		
Recruitment Policy	Y		
Staff Induction Policy	Y		
Reserves Policy	Y		
Staff Appraisal System	Y		
Assets Register or Inventory	Y		

I agree that this information may be made available to other public sector funders including other Government Departments, Non Departmental Public Bodies and Agencies.

I also accept that this information may be published by DfC.

I understand that DfC can at any time ask to see any supporting evidence in support of this declaration.

	Official 1	Official 2
<b>Signature of Officials</b>		
<b>Name (in BLOCK CAPITALS)</b>	<b>RICHARD BAKER</b>	<b>PATRICIA O'BRIEN</b>
<b>Position Held</b>	<b>DIRECTOR</b>	<b>FUNDING UNIT MANAGER</b>
<b>Date</b>	<b>19/10/23</b>	<b>19/10/2023</b>

**Procurement of Goods and Services**

All grant recipients will be required to observe the current procurement threshold requirements for purchasing goods and services, as outlined in CPD Procurement Guidance Notes (see <https://www.finance-ni.gov.uk/topics/procurement/procurement-policy-and-guidance>)

The CPD guidance note goes into detail on the requirements for purchasing however in summary the following thresholds should be observed:

<b>ESTIMATED VALUE OF ORDER</b> <i>(excluding VAT)</i>	<b>No. OF QUOTATIONS REQUIRED</b>
<b>UP TO £5,000</b>	Demonstrate that value for money has been secured *
<b>£5,001 to £30,000</b>	A minimum of 2 tenders received
<b>£30,000 to EU Thresholds</b>	Publicly advertised Tender Competition
<b>EU Thresholds</b>	Advertisement in European Journal

*\* Purchases under £5,000 will be classified as procurement expenditure but they are not subject to the full range of procurement rules. However Project Promoters must ensure that all purchases below £5,000 are subject to normal value for money considerations and are in compliance with Managing Public Money Northern Ireland.*

*Organisations should carry out a price check (including internet checks) with at least two suppliers to ensure value for money has been achieved. Price checks should be documented and retained on file for audit purposes.*

Contracts above current EC Thresholds are required to be advertised in the Official Journal (OJ) of the European Union. Details of relevant EC Thresholds can be viewed at the following website: <https://www.finance-ni.gov.uk/articles/information-about-eu-procurement-thresholds>

These contracts must be procured in adherence to The Public Contract Regulations 2015 (as amended). The regulations can be found at <https://www.legislation.gov.uk/ukSI/2015/102/contents>

Competitions for contracts not subject to the Public Contracts Regulations should be carried out in accordance with the European Treaty principles in relation to transparency, non-discrimination and proportionality where they are of cross border interest.

**BACS Nominated Bank Account Details Forms**

<b>Project Applicant</b>	<b>Causeway Coast and Glens Borough Council</b>
<b>Project Title</b>	<b>DfC Access &amp; Inclusion Programme 2023/24</b>

Please complete bank details below. You should ensure that the bank account you have nominated meets the conditions in relation to bank account as detailed in Conditions of Grant paragraphs **28 to 31**. Please note that these details will be used in processing payments to your project.

**Name of Bank:** Bank of Ireland, Coleraine Branch  
**Bank Sort Code:** 904800  
**Account Name:** Causeway Coast and Glens Borough Council  
**Account Number:** 86729926

**Ref/Roe Number**  
*(In the case of a Building Society only)*





**Account Signatories**

*(a minimum of two required)*



To be completed by Bank
<p><i>Bank's Stamp &amp; Initials of Authorised Signatory</i></p>

We confirm that the above details are correct and relate to our organisation's nominated bank account into which all award instalments shall be paid and from which all disbursements relating to the above project shall be made. We also confirm that no cash payments will be made to contractors/suppliers relating to this project.

	Official 1	Official 2
<b>Signature of Officials</b>		
<b>Name (in BLOCK CAPITALS)</b>	<b>RICHARD BAKER</b>	<b>PATRICIA O'BRIEN</b>
<b>Position Held</b>	<b>DIRECTOR</b>	<b>FUNDING UNIT MANAGER</b>
<b>Date</b>	<b>19/10/23</b>	<b>19/10/2023</b>

***Please ensure this form has been fully completed before returning to:***

***DfC, Engaged Communities Group, Infrastructure Planning and Delivery Support Unit, Causeway Exchange, 1-7 Bedford Street, Belfast BT2 7EG***



**MONITORING AND EVALUATION PLAN**

<b>Project Applicant</b>	<b>Causeway Coast and Glens Borough Council</b>
<b>Project Title</b>	DfC Access & Inclusion Programme 2023/24: <ul style="list-style-type: none"> <li>• Changing Places facility for Rathlin Island</li> <li>• Changing Places facility for Megaw Park</li> </ul>
<b>Project Amount:</b>	<ul style="list-style-type: none"> <li>• Rathlin Island Changing Places facility           £34,000</li> <li>• Megaw Park Changing Places facility           £33,500</li> </ul>
<b>Grant Award:</b>	<ul style="list-style-type: none"> <li>• Rathlin Island Changing Places facility           £30,000</li> <li>• Megaw Park Changing Places facility           £30,000</li> </ul>
<b>Period of Grant:</b>	17/10/23 – 31/03/24
<b>Project Description</b>	<p>To carry out capital works as detailed within each application to meet the key objectives of the Access and Inclusion Programme, to:</p> <ul style="list-style-type: none"> <li>• Improve access to arts, culture, and active recreation venues across NI for people with disabilities.</li> <li>• Make arts, cultural and active recreation venues more inclusive across society; and</li> <li>• Increase participation in arts, culture, and active recreation activities by people with disabilities.</li> </ul>
<b>Project Objectives</b>	As detailed in Section 2 of each application form.
<b>Project Targets</b>	As detailed in Section 2 of each application form.
<b>Timescales</b>	To be completed by 31 March 2024
<b>Start Date</b>	17 October 2023
<b>End Date</b>	31 March 2024



**BENEFITS REALISATION PLAN**

<b>Project/Programme Name</b>	DfC Access & Inclusion Programme 2023/24: <ul style="list-style-type: none"> <li>• Changing Places facility for Rathlin Island</li> <li>• Changing Places facility for Megaw Park</li> </ul>
<b>Senior Responsible Owner (SRO)</b>	Patricia O'Brien
<b>Date Benefits Realisation Plan created</b>	19/10/22
<b>Date last updated</b>	19/10/22

<b>Benefit</b>	<b>Owner</b>	<b>Target (inc baseline)</b>	<b>Method &amp; Timing of measurement</b>	<b>Responsibility for measurement</b>	<b>Activities Undertaken to Realise Benefits</b>	<b>Outcome</b>
Brief description of the benefit (see Application Form guidance for more detail)	Person accountable for delivery of this benefit.	The current/baseline value, the desired level of benefit, the unit of measure and the timing.	Processes, tools, techniques and resources required to measure achievement of the benefit. Also include timing of measurement i.e. repeated event or a one-off exercise.	The person/role responsible for measuring achievement of the benefit. Unlikely to be the Owner.	The plans/processes that are in place to achieve the benefit.	The outcome of the measurement. This will often be a summary of a more detailed report/statistical analysis.
<p><b>(Rathlin Island)</b></p> <p><b>Increase participation for people with a disability to enjoy the natural environment.</b></p> <p>The current accessibility to "Changing Places" facilities is detrimental in convincing users with a disability to enjoy the coastal experience in and around Rathlin. Without it may cause reluctance for users to visit and enjoy the entire coastal experience at Rathlin</p>	Department of Environment Services	Baseline 0 users/ Target 50 users & family members	Ferry booking system and Community Liaison with stakeholders (Mae Murray & Local Groups)  Repeated events and visits.	Department of Environment Services	Through this support, families will spend more time on the Island. The Project will realise increased group, family and individual use. This will require encouraging groups and individuals to step outside their comfort zones, raising awareness of new opportunities and learning new skills.  Community engagement with local stakeholders and groups will be a key driver behind this.	Analysis and report to go be reviewed by CCAG and external partners

<p><b>Increase the number of users with disabilities participating at Rathlin Island as part of a community group or organisation groups</b></p>	<p>Department of Environment Services</p>	<p>(Baseline 0 / target - 5 user groups)</p>	<p>Ferry booking system and Community Liaison with stakeholders (Mae Murray &amp; Local Groups)</p> <p>Repeated visits</p>	<p>Department of Environment Services</p>	<p>Through this support, families will spend more time on the Island. The Project will realise increased group, family and individual use. This will require encouraging groups and individuals to step outside their comfort zones, raising awareness of new opportunities and learning new skills.</p> <p>Community engagement with local stakeholders and groups will be a key driver behind this, this will be done through the CCAG focus group.</p>	<p>Analysis and report to go be reviewed by CCAG and external partners</p>
<p><b>Promote sustained participation in coastal activity sessions by users with disabilities.</b></p>	<p>Department of Environment Services / PR Office</p>	<p>(Baseline – 0 /Target – 4 seasonal promotion campaigns)</p>	<p>Social Media Plan – monthly promotion material</p> <p>Repeated promotional content</p>	<p>Department of Environment Services</p>	<p>Collaboration work with internal PR service area and external partners to promote participation</p>	<p>Analysis and report to go be reviewed by CCAG and external partners</p>
<p><b>(Megaw Park) Increase participation for people with a disability to enjoy the natural environment.</b></p>	<p>Leisure Facilities Team</p>	<p>Target 300 additional users and family members</p>	<p>External Partners – community feedback</p>	<p>Leisure Facilities Team</p>	<p>The current accessibility to “Changing Places” facilities is detrimental in convincing users with a disability to enjoy the experiences in and around Megaw Park and Ballymoney area. Without it may cause reluctance for users to visit and enjoy the entire experience.</p>	<p>Analysis and report to go be reviewed by CCAG and external partners</p>
<p><b>Increase the number of users with disabilities participating at Megaw Park as part of a</b></p>	<p>Leisure Facilities Team</p>	<p>(Baseline 0/Target 10 user groups)</p>	<p>External Partners – community feedback</p>	<p>Leisure Facilities Team/ external partners – community feedback surveys</p>	<p>CCAG focus group together with the Mae Murray Foundation currently promote the</p>	<p>Analysis and report to go be reviewed by CCAG and external partners</p>

<b>community group or organisation groups</b>					amenities and facilities to targeted organisations throughout the borough.	
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