

# Community Housing Fund

## Grant Guidance Notes<sup>1</sup>

**This grant is for costs associated with pre-development feasibility activities by Community Land Trusts or community groups to enable community led affordable housing projects.**

### 1. Who can apply?

Any Town or Parish Council, Neighbourhood Forum, Community Land Trust or qualifying community group can apply. In order to be a qualifying group, a community group must be an incorporated organisation established to further the social, economic and environmental wellbeing of people living, or wanting to live, in a particular area.

Individuals who live or work in that area must be entitled to become voting members of the community organisation and be able to exert control of the organisation through a majority of voting rights and places on the board or governing body. Any profits generated may only be used to benefit that community. Assets may not be disposed of, improved or developed except to benefit the community, and in the event of winding up the organisation, assets must be transferred to another body corporate with similar objectives.

### 2. How much grant funding can you apply for?

Applications for up to £40,000 are available to each group to assist towards the costs of pre-development feasibility activities, including but not limited to, site surveys, valuation advice, legal advice, and planning fees. Applications will be required to clearly set out what the proposed funding will be used for and the projected spend per quarter. Funds which are not spent will be required to be returned. Funding will be paid quarterly in advance on projected spend.

Upon approval of a scheme, and when a development grant is secured through another source, such as the Homes and Communities Agency, this funding would be required to be repaid from the development grant, and recycled for use by other community housing groups for similar purposes. In the event that the scheme does not proceed the debt would be written off and would not be available for other community groups. It is therefore important to ensure that funding is applied for only where there is genuine interest and reasonable chance of delivery of the project.

### 3. The timescale of the planned activity

Please note that you can only apply for funds that will be spent within the next six months. Any unspent funds will be reallocated after this period. We are unable to fund any activity that took place prior to the date of the grant agreement.

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<sup>1</sup> Grant Guidance Notes will be reviewed as required.

#### 4. **How many times can you apply for a grant?**

You may make as many applications as you need to, up to the maximum funding available for feasibility work of up to £40,000 per group.

#### 5. **What can you apply for?**

Feasibility Costs (up to £40,000)

**Note: Consider third party assignment rights and requirements for technical surveys and studies.**

Following completion of the above, an application for further funding can be made which could include, but not be limited to:

- Engaging an architect and/or other professionals (such as a solicitor) to advise you on design and/or land acquisition
- Engaging an architect and/or other professionals such as surveyors to carry out works needed to produce detailed plans
- Site surveys
- Legal, financial or other professional input to your project
- Technical studies
- Any planning fees incurred

*An Application Form is attached as Annex A.*

*An example project schedule is attached as Annex B.*

#### 6. **How will the grant be paid?**

The grant will be paid at the commencement of your project quarterly in advance, subject to approval of the level of funds requested, and at subsequent intervals as and when further applications are made (up to the defined grant limit).

#### 7. **What happens if you are successful in being offered a grant?**

You will receive notification from the Council if the grant has been successful or not within 28 days of receipt of the application, subject to all necessary supporting information being provided. Any delays in submitting the required supporting information could delay the determination of the application. The Council will confirm the grant offer, including detailing terms and conditions of the grant, and requesting copies of any further documentation required. Full details of reporting requirements will be provided with the terms and conditions. On completion of the planned activity you will need to provide a report detailing the progress you have made as a result of the funding and submit this along with (if requested) invoices and receipts for any items of £1,000 or more. Any unspent funds will need to be returned to the Council.

#### 8. **What do you need in order to receive funding?**

Financial information –

If you have a bank account with two signatories, you will need to provide your bank details and attach a copy of a recent bank statement (within the last three months) to this application or provide these details for the eligible organisation

holding the grant for you. If you are a Town/Parish Council, or an incorporated Neighbourhood Forum with a bank account with two signatories, you can receive the funding directly into your account.

## **Important Notes**

### **General Data Protection Regulation 2016 and Data Protection Act 2018**

Wiltshire Council is the data controller for the personal information you provide in this form. The Council's Data Protection Officer can be contacted at [dataprotection@wiltshire.gov.uk](mailto:dataprotection@wiltshire.gov.uk)

We will use your information to process your application for grant under the Community Housing Fund, and to contact you with information relevant to your application.

We will share your personal data where necessary and lawful within the Council, but we will not share your data with any other third parties unless we are required or permitted to do so by law.

For further information about how Wiltshire Council uses your personal data, including your rights as a data subject, please see our Privacy Notice on the website at [www.wiltshire.gov.uk/privacy](http://www.wiltshire.gov.uk/privacy)

### **Insurance**

Please consider carefully the activities you will be undertaking throughout your grant funded project, and whether any of the activities pose a risk to members of your organisation or the public. Remember risk can take many forms – injury, financial loss, reputational damage, etc. If you feel there is risk in any activities you will undertake, you will need to consider whether insurance is required, an insurance broker or financial adviser will be able to give guidance on this. You may wish to include the cost of this as part of your application.

### **Equalities duties**

Qualifying groups should seek to involve people from all sections of the community in developing the Community Housing project, and should periodically check that the profile of people who are responding to the consultation are representative of the profile of your local community. They should have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

# Community Housing Fund

## Grant Application Form<sup>2</sup>

### 1. Organisation Details

1. Name of organisation:
2. Name of contact:
3. Position within organisation:
4. Postal address:
  
5. Telephone number:
6. Email address:
7. Website address (if applicable):
8. What is the legal form of the organisation - e.g. company ltd by guarantee with charitable status, community benefit society, co-operative, charitable incorporated organisation (CIO)?
9. What are the objectives of your organisation?
  
10. Date of incorporation (or that of eligible organisation holding the grant for you and their details below):
11. Company/society registration number:
12. Is the organisation VAT registered? If so please provide the VAT number:
13. Does the organisation have a bank account?
14. Please provide bank account name, address, sort code and account number:
15. Please confirm you have attached a project schedule, including details of anticipated expenditure where known (see Annex C for an example): Yes/No

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<sup>2</sup> Application Form will be reviewed as required.

16. Have you received any public funding in the last 3 years: Yes/No

17. If yes to the above, please confirm the amount of public funding you have received in the last 3 years and the source(s). N.B. It is important that all public funding received is declared to us and that you do not receive public funding in excess of 200,000 EUROS within a 3 year period:

Sum:                      Source:

18. Any other information on your project:

## **2. Equality**

Under the Equality Act 2010 the Council has a legal duty to ensure that different groups are not disadvantaged from applying for or receiving our grants funding. We also want to ensure that people who benefit from our grants programme represents the makeup of the local population.

Please indicate which (if any) of the following groups will particularly benefit from your project and give details where you think this is relevant

- People with physical disabilities
- People with mental health problems
- Older people
- Unemployed people
- People who are gay, lesbian, bisexual or transgender
- People from a particular ethnic background
- Younger people
- Carers
- Veterans
- People following a religion
- Women
- People with learning disabilities including autism spectrum disorder

## **3. Declaration**

The information you have provided will be used by the Council to assess and process your application and to enable us to contact you about your application. Your information will be held securely within the Council and only passed to others within the Council and Community Fund Partners for the purposes of assessing this grant application. Information will be destroyed in line with the Council's Information Retention Policy.

I declare that, to the best of my knowledge and belief, all the information in this application form is true and complete.

I declare that this application has been made in compliance with the Terms and Conditions at Annex B and that any subsequent award of grant will be utilised in compliance with the same Terms and Conditions.

Signature:

Date:

(This can be your group's chairman, treasurer, secretary or equivalent post)

Print Name:

Position held in group:

#### **4. Enclosures**

Applications will be required to include details of what the proposed funding will be used for in setting up the delivery body for community led housing together with projected spend per quarter.

# Community Housing Fund

## Terms and Conditions of Grant

### Definitions

- 'You' and 'Your' referred to in this document is the Contact who confirms the acceptance of grant and the organisation that You represent.
- 'Us' and 'We', 'the Council' refers to Wiltshire Council.
- 'Grant' refers to the Community Housing Fund Grant you have been awarded
- 'Grant Funding Period' means the planned grant finish date as expressed in your application.
- 'Funding Agreement' means the Grant Offer.
- 'Project' means the planned activities described in your grant application form.
- 'Terms and Conditions' mean the terms and conditions of the grant, as set out in the Grant Offer.

### 1. General

1.1 The Grant must not be used for any other purposes other than to further Your Project. If there are changes to Your planned activities then you must obtain the Council's prior approval in writing prior to entering into any agreement to purchase support. We cannot approve any changes that fall outside of the Community Housing Fund eligible criteria.

1.2 Where You intend to apply to a third party for other funding for the Project, noting that for public funding You must adhere to 4.5 and 4.6, You will notify Us in advance of Your intention to do so and, where such funding is obtained, You will provide the Us with details of the amount and purpose of that funding. You agree and accept that You shall not apply for duplicate funding in respect of any part of the Project or any related administration costs which are in each case:

- (a) specified in this Agreement as being funded by the Grant; and
- (b) are fully funded by the Grant.

### 2. Meaning of Eligible Expenditure

2.1 Subject to sub-clause 2.2, eligible expenditure consists of payments by You during the Funding Period for the purposes of the Project. Eligible Expenditure is net of VAT recoverable by You from HM Revenue & Customs, and gross of irrecoverable VAT.

2.2 For the purpose of defining the time of payments, a payment is made by You when and only when, money passes out of Your control. Money will be assumed to have passed out of Your control at the moment when legal tender is passed to a supplier or contractor, when a letter is posted to a supplier or contractor containing a cheque, or an

electronic instruction is sent to a bank to make a payment to a supplier or contractor by direct credit or bank transfer.

### 2.3 The following costs are Eligible Expenditure: -

Following completion of the above, an application for further funding can be made which could include, but not be limited to:

- Engaging an architect and/or other professionals (such as a solicitor) to advise you on design and/or land acquisition
- Engaging an architect and/or other professionals such as surveyors to carry out works needed to produce detailed plans
- Site surveys
- Legal, financial or other professional input to your project
- Technical studies
- Any planning fees incurred

### 2.4 The following payments are not Eligible Expenditure: -

- for activities of a political or exclusively religious nature;
- for any activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action;
- for goods or services that You have a statutory duty to provide;
- reimbursed or to be reimbursed by other public or private sector grants;
- contributions in kind (a contribution in goods or services as opposed to money);
- depreciation, amortisation or impairment of Fixed Assets owned by You;
- interest payments (including service charge payments for finance leases);
- gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- statutory fines, criminal fines or penalties.
- spend incurred before the issue of this funding agreement unless agreed in writing by the Council
- the acquisition or improvement of fixed assets by You (e.g. buildings, vehicles, furniture, office equipment, computers, photocopiers, etc.)
- paying for volunteer time (reasonable volunteer expenses are allowed)
- any items which fall outside of Your Approved Grant Offer.

## 3. Financial requirements

3.1 You must have an organisational bank account with two signatories before We can pay You the money. Individual bank accounts are not acceptable. It is also not acceptable for the two signatories to be related or living at the same address.



3.2 We will pay the Grant to You in accordance with an agreed payment schedule based on Your project schedule. The Grant CAN ONLY be used for the delivery of the Project in accordance with the agreed project schedule; therefore it must be accurate and detail the full extent of the project.

3.3 All those in receipt of grants will submit a final monitoring report within one month of the completion of the planned activities which will update on Project progress, confirm the final spend of the grant and provide a complete and accurate record of the eligible expenditure. The Council will review the statement and record provided. Should any expenditure be deemed to be ineligible then this must be returned to the Council within 30 days of being requested in writing. If it is not received by this time you may not receive the final payment (in instances where Your grant is paid in instalments) and it may affect future applications to the Programme.

3.4 You must immediately notify us if you become aware of or suspect financial irregularity or fraud within Your Project by any person involved directly or indirectly with the Project. Where there is serious suspicion of fraud taking place, we will refer the matter to the Department for Communities and Local Government. If a criminal act is suspected by Us, the Police will be notified. Grants may be suspended during any investigation and terminated if financial irregularity or fraud is found to have occurred. The Council reserves the right to clawback funding for the whole grant and it may affect future applications to the programme.

3.5 You must co-operate with requests from the Council to carry out a financial audit. If we do carry out a financial audit we will give reasonable notice.

3.6 You should keep separate and proper records and accounts for Your Grant with a clear audit trail (invoices, receipts, etc.). Your Grant must be listed separately in Your accounts and must be kept available for a period of six years following the end of the Project. The Council may ask to see a copy of your accounts at any time and these must be provided within a reasonable time frame (i.e. one month).

3.7 In relation to any goods or service purchased with this Grant, you must make the payment for these within the time frame specified on the supplier's invoice, subject to relevant contracts being fulfilled. All payments made from the grant by You must be approved by two authorised signatories of your organisation.

3.8 You may be asked to provide The Council with invoices for all items of spend over £1,000. In addition, We may ask to see original invoices for a period of up to six years following the end of the project.

#### **4. Procurement Procedure**

4.1 If Your organisation has an existing procurement policy and procedures you must ensure that these are followed in the delivery of Your Project. The Council may ask to see a copy of your policy and procedures at any time and these must be provided within a reasonable time frame (i.e. one month).

4.2 You should aim to achieve value for money in all purchases of goods and services through Your Grant. For any item that costs over £500, one written quote/estimate must be obtained. This must be from the supplier you intend to use.

Where single items cost over £1,000 a minimum of two quotes/estimates must be obtained with an indication of the supplier you intend to use. If the cost is £5,000 or more you must, if practicable obtain at least 3 written quotes. If you follow a single tender procedure, for example, where you want to use the Grant to continue working with a consultant who has previously been providing support to Your group, you must keep a record of the reasons why that procedure was thought to be appropriate. The Council may ask to see a copy of your quotes, tenders or reasons for a single tender at any time and these must be provided within a reasonable time frame (i.e. one month).

## **Procurement and State Aid**

4.3 Where the Recipient seeks to procure the supply of any goods, works or services from a third party in connection with this Agreement, it shall ensure that contracts are procured on a basis that complies in all material aspects with all relevant European and domestic legislation in the procurement of goods and services so as to secure best value for money.

4.4 The Recipient shall not use Grant monies to make any payment in contravention of State Aid Law. Failure to comply with State Aid Law could result in recovery of some or all of any public sector monies paid to the Recipient.

4.5 The Recipient acknowledges that the Grant has been made in accordance with Articles 107 and 108 of the Treaty on the Functioning of the European Union and is de minimis aid.

4.6 The Funder shall keep records to show that all conditions of the de minimis exemption have been met.

## **5. Grant variations**

5.1 Your Grant is awarded to you on the Terms and Conditions set out in the Grant Offer/Funding Agreement. Any changes must be approved by The Council.

5.2 You must spend Your Grant by the end of the Grant Funding Period. In exceptional circumstances, where you will be unable to spend the grant by the end of the Grant Funding Period and need an extension, you must complete the Grant Variation Request Form before the end of the Grant Funding Period. Such approval will be at The Council's absolute discretion. If you do not spend Your Grant, or no longer need grant in the Grant Funding Period, you must return the unspent funds to The Council as soon as possible.

5.3 If there are changes to Your budget during Your Project, You must complete a Grant Variation Request and obtain The Council's written approval before spending outside of Your agreed budget. If you authorise any spend before getting The Council's approval, this may be deemed as ineligible and we may claw back any unauthorised grant usage.

## **6. UK Legislation**

6.1 You must seek expert advice if You are unsure what legislation may need to be complied with in the course of Your Project.

6.2 You must ensure that Your organisation has adequate public and employer insurance cover with an insurer of good repute to cover claims under the Grant or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Grant.

6.3 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

6.4 The Required Insurances referred to above include (but are not limited to):

- (c) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
- (d) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

6.5 You must comply with the Data Protection Act 2018 and General Data Protection Regulation 2016 and subsequent legislation and keep personal details of any clients, volunteers, staff and committee members in accordance with the provisions of the legislation. You should notify the Information Commissioner's Office that you are a Data Controller for the personal information you process.

6.6 You must comply with Your obligations under the Health and Safety at Work Act 1974 and have a written health and safety policy which all workers, volunteers or participants are made aware of on commencement of duties or beginning of activity. You must carry out risk assessments where relevant, for example, for a public event.

6.7 You must comply with Equal Opportunities legislation; both through best practice and by ensuring people are not exposed to discrimination in the course of their activities.

6.8 You must ensure that anyone working on Your Project, who will work with children, young people or vulnerable adults, undertakes a DBS (Disclosure Barring Service) check before any activity takes place.

6.9 The Council may ask to see a copy of your insurance certificates and any policies or procedures relating to Data Protection, Health and Safety, Equal Opportunities and DBS checks and these must be provided within a reasonable time frame (i.e. one month).

6.10 The Council accepts no liability or responsibility for any claim or matter howsoever arising out of any activity funded by the Grant.

## **7. Your obligations**

In undertaking this Project you must:

7.1 Co-operate with any evaluation of the programme undertaken on behalf of The Council.

7.2 Promptly comply with any requests for information or visits from The Council.

7.3 Allow any relevant Project information, know-how, system or process learned from or created in operating the Project to be disseminated by the Council among all persons or bodies who have responsibility for similar projects. You agree that such persons may share and use freely all such information, know-how, system or process for their own purposes.

7.4 Agree The Council storing the data you submitted in Your application and using it in the administration of the Programme. Agree also for that data to be shared with the evaluators of the Programme and to be used for publicity purposes if necessary. The Council will also keep Your organisation's details on our database and send you information which you may find useful including potential sources of future funding and our monthly newsletter. Please tell us if you wish us to remove Your details from this database.

7.5 Agree to assist and cooperate to enable The Council to comply with obligations under the Freedom of Information Act whenever a request is made for information which relates to or arises out of the Grant Offer/Funding Agreement.

## **8. Breach of conditions and recovery of grant**

8.1 If You fail to comply with any of the Terms and Conditions, or if any of the events mentioned in sub-clause 8.2 occur, The Council may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid. You must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

8.2 The events referred to in sub-clause 13.1 are as follows:

- a) You fail, in the opinion of The Council to make satisfactory progress with the Project; and in particular with meeting the Project's targets and agreed completion date;
- b) You owe any sum to the Council under an offer of grant for any other project or activities under any scheme or programme administered by the Council for regeneration or development;
- c) You purport to transfer or assign any rights, interests or obligations arising under this funding;
- d) there is a change in control or ownership of Your organisation or You cease to operate or change the nature of Your operations to an extent which The Council considers to be significant or prejudicial to the satisfactory continuance of the Project;
- e) You become the subject of a proposal for a voluntary arrangement; or have a petition for an administration order or a winding up order brought against You; or

pass a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do so; or are subject to the appointment of a receiver, administrator or liquidator; or are struck from the register at the Charity Commission, or, being a company, are struck from the register at Companies House;

f) Any information provided in the grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which We consider to be significant;

g) You take inadequate measures to investigate and resolve any reported irregularity;

h) The Council in its absolute discretion consider that You no longer require grant assistance to carry out the Project or that there is some other reason that you should no longer be entitled to the Grant;

8.3 Where the Council has requested You to repay any amount, We may recover that amount by withholding, or deducting the amount from, any sum due to You under an offer of grant for any other project or activity funded by the Council.

8.4 In the event that it becomes necessary to take steps to enforce the Terms and Conditions of the Grant Offer/Funding Agreement, the Council will write to You giving particulars of its concern about the Project or of any breach of any of the Terms and Conditions of the grant.

8.5 You must act within 30 days (or earlier, depending on the severity of the problem) to address the Council's concern or rectify the breach, and may consult the Council or agree an action plan for resolving the problem. If the Council is not satisfied with steps taken by You to address its concern or rectify the breach, We may take steps to withhold or suspend the further payment of grant, or to recover grant already paid.

8.6 No term or condition of the Grant as set out in the Grant Offer/Funding Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being a person who is not a party to this Funding Agreement) but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

8.7 The Council may terminate the Grant Offer/Funding Agreement with immediate effect with no liability to make any further payment to You if at any time the funding received by the Council in relation to this Funding Agreement ceases to be paid or the Funding Agreement under which the Council receives its funding is terminated or suspended or The Council believe that it may be terminated or suspended.

8.8 Under the provisions of the agreement, the Grant Offer/Funding Agreement may be terminated without notice and the Council may require immediate repayment of any Grant monies paid out to You.

