|  |
| --- |
|  |
| **Community Fund****Grant Application Form** |
| **Applicant Name:** |
|  |

Contents

[A Guidance 3](#_Toc103589810)

[B Application Form 5](#_Toc103589811)

[C Application Process and Completion 10](#_Toc103589812)

[D Grant Agreement Terms and Conditions 12](#_Toc103589813)

# Guidance

* 1. **What is the Community Fund?**

We recognise that, as a Council, we have less capacity to do things for our communities, but we also want to reshape our services so that our communities are enabled to help themselves. To this end, we have made available £350,000 (until 31 March 2023) which will be used to kick-start projects across Torbay.

* 1. **Community Action Grants**

As part of the Community Fund, grants of up to £15,000 will be available for not-for-profit organisations and small businesses in order to take community action within their local area. Torbay Council will aim to ensure that there is a fair geographical spread across the whole of Torbay of projects which are supported through this Grant funding.

In addition, community action projects initiated by Torbay Council may also be eligible for funding, so long as they meet the funding criteria. The limit of £15,000 will not apply to projects initiated by Torbay Council.

* 1. **What can the Fund be used for?**

We want to support individuals, not-for-profit organisations and small businesses that want to undertake projects which improve the lives of Torbay’s residents, as well as the environment of Torbay itself.

The Fund is to support projects which seek to contribute to the visions contained within our Community and Corporate Plan, and which:

1. create or develop new groups, activities and places that improve local communities and the lives of people of all ages who live there;
2. maintain or improve existing groups, activities or buildings that benefit the local community;
3. develops and supports culture in Torbay, making it a better place to live, work and learn; or
4. encourage groups and communities to come together to support themselves and others.

Projects should highlight the benefit to the wider community and show that community engagement and co-production has occurred in the design and delivery of the project, demonstrating a real community need.

We are looking to invest in our communities so that they can develop the resources and resilience to achieve their own aspirations, priorities and long-lasting solutions.

* 1. **Who can apply to the Fund?**

Applications are encouraged from constituted and not-for-profit Voluntary, Community and Social Enterprise (VCSE) sector groups and organisations within Torbay, or a combination of groups working together. They should be representative of their local area.

Applications may be considered by organisations that are based outside the area, if the sole benefit of the project is for communities within Torbay.

Eligible bodies may be but not limited to:

1. Town Councils;
2. Constituted Neighbourhood Committees, Residents Associations, Community Groups and Voluntary Organisations;
3. Social Enterprises;
4. Community Interest Companies;
5. Community Benefit Societies; and
6. Charities and trusts.

Consideration will also be given to applicants who are sole traders and small businesses provided the project is primarily for community benefit.

* 1. **Data Protection and access to information**

Torbay Council will only use the information for the purpose of determining whether a grant will be made by Torbay Council. Applications and any other related information such as correspondence and details of payments made will be kept for eight years after the support has ended. Further information about how we process personal data and individual’s rights can be found on Torbay Council’s website

[**www.torbay.gov.uk/dataprotection**](http://www.torbay.gov.uk/dataprotection)

Applicants must also be aware that any application received by Torbay Council is subject to the provisions of the Freedom of Information Act and therefore information submitted to Torbay Council along with any decision may be made public.

* 1. **Invoicing**

Torbay Council will make payment to successful Applicants in advance, in full.

Successful Applicants must invoice Torbay Council, making invoices payable by Torbay Council and marked with Torbay Council’s name and address and the organisation’s name and address.

Invoices must be submitted by e-mail to:

mailto:**community.fund@torbay.gov.uk**

Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider’s appropriate email address must be supplied).

* 1. **Use of Council Branding**

Torbay Council owns its identity, branding devices and logos, these are protected by law.

The Provider must agree only to use Torbay Council’s visual identity in accordance with the terms set out in the Agreement.

The Provider will be issued a licence number to use Torbay Council’s visual identity and use must be only in relation to this Agreement, further usage will be subject to separate request and approval.

Permission to use Torbay Council’s visual identity does not prevent Torbay Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of Torbay Council.

Torbay Council’s identity is provided ‘as is’ and must not be altered in any way.

# Application Form

Applicants are required to complete in full the Application set out in this section B.

Please make sure you provide enough information to demonstrate you meet the grant requirements and that you do not exceed the word limit for question B3.

Before completing your application please refer to section C Application Process and Completion.

| Q. No. | Question | Answer |
| --- | --- | --- |
|  | **Applicant Information** |
| 1. Full name of the organisation / group / project applying for the grant
 |  |
| 1. Address of the organisation / group / project applying for the grant
 |  |
| 1. Telephone number
 |  |
| 1. Email address
 |  |
| 1. CIC or charity registration number (if applicable)
 |  |
|  | Which ward or wards will the work of the project focus on. You may only apply for this grant if it will be used to benefit the Torbay community |  |
| * 1.
 | Please describe the project, item or activity for which the funding will be used and the benefits to the community which will be provided as a result.Assessment Criteria Your answer will be evaluated against your ability to demonstrate and evidence how your proposed project, item or activity will help the community and how it will meet one or more of the criteria for this funding as set out in the guidance at section A.Word Limit: Maximum 750 words in Arial 12 |
| **Answer** |
|  | Project/item/activity start date – this must be at least 6 weeks from the date of your application | DD/MM/YYYY |
|  | Total cost of the project/item/activity | £ |
|  | Amount of funding you are seeking through this application to support the project/item/activity | £ |
|  | Please provide the names of any other groups or organisations you will be working with on the project for which you are applying for funding |  |
| * 1.
 | 1. Is your organisation a constituted and not for profit voluntary, community or social enterprise sector group?[[1]](#footnote-2)

If you have answered Yes you will need to include the following with your Application:* bank details for your organisation
* a copy of a bank statement for your organisation
 | Choose an item.  |
| 1. If you have answered No to question B7a) please provide the name and address of the organisation who is willing to act as fund holder for your project
 |  |
| 1. If you have answered No to question B7a) please provide the name and email address of your contact within the organisation stated at B7b)
 |  |
| Torbay Council will contact the organisation which has agreed to hold your project’s funds and will ask them for:* confirmation they have agreed to hold funds for your project
* their bank details
* a copy of their bank statement[[2]](#footnote-3)
 |
| * 1.
 | 1. Within the past five years have you, your organisation or anyone within your organisation has been convicted anywhere in the world of any of the following:
* participation in a criminal organisation
* corruption
* terrorist offences or offences linked to terrorist activities
* money laundering or terrorist financing
* child labour or other forms of trafficking in human beings
 | Choose an item. |
| If you have answered Yes to question B9a) please provide further details as follows: |
| 1. What the conviction was for, the date of conviction, the reasons for conviction and identity of who was convicted?
 |  |
| 1. Have measures (Self Cleaning) been taken by the organisation to demonstrate its reliability? Please state what these measures are.
 | Choose an item. |
| * 1.
 | Has your organisation, by a judicial or administrative decision which has final and binding effect, been found to be in breach of its obligations related to the payment of tax or social security contributions?[[3]](#footnote-4) | Choose an item. |
| If you have answered Yes please provide further details and confirm you have paid or entered into a binding arrangement with a view to paying the outstanding sum including (where applicable) any accrued interest and/or fines? |  |
| * 1.
 | 1. Within the past three years have any of the following situations applied to you, your organisation or anyone within your organisation:
* breach of environmental obligations
* breach of social obligations
* breach of labour law obligations
* bankrupt or is the subject of insolvency or winding up proceedings[[4]](#footnote-5)
* guilty of grave professional misconduct
* the organisation has influenced the decision-making process of Torbay Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award
 | Choose an item. |
| 1. If you have answered Yes to question B11a) please provide further details.
 |  |
| * 1.
 | **Declaration**Applicants are required to read this section thoroughly and confirm their acceptance of and compliance with the requirements of the Application process and this section B12 by providing their signature at the end of this section. |
| I / we confirm that:* I / we have read, understand and will abide by the Guidance and Torbay Council’s Terms and Conditions of funding.
* The information supplied is accurate
* Any funds will be spent only on work, items and activities eligible for Community Grant funding as set out in section A Guidance and in accordance with the information provided within the Application
* I / we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Application or award or proposed award of the Agreement and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act
* I/ we have the full power and authority to enter into the Agreement and will, if requested, produce evidence of such to the Authority
 |
| I / we understand that:* Applications not properly completed will be rejected as non-compliant.
* Torbay Council may check any of the information provided with other Council Services or organisations responsible for auditing or administering public funds and for the prevention and detection of fraud
* I / we may face prosecution if we have falsified information to obtain the grant
* The grant must be repaid if I / we:
	+ have falsified my / our records to gain grant money
	+ received a grant in error
 |
| **Signature** |
| Organisation name |  |
| Full postal address |  |
| Telephone number |  |
| Signed[[5]](#footnote-6) |  |
| Name (*in block capitals*) |  |
| In the capacity of *(state official position e.g. director, manager etc.)* |  |
| Date |  |

# Application Process and Completion

* 1. **Notes for Completion**

“You” / “Your” refers to the Applicant completing this Response document i.e. the legal entity responsible for the information provided and who Torbay Council will award to. The Applicant could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please do so in the spaces provided

* 1. **Applicant Information and Exclusion Grounds**

Your answers to questions B9, B10 and B11 are a self-declaration, made by you (the Applicant), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

* 1. **Application Submission, Acceptance and Rejection**

Applicants should submit their application electronically by email to:

**community.fund@torbay.gov.uk**

Torbay Council will accept fully completed Applications which have been submitted in accordance with the requirements of the application process.

Torbay Council may at its absolute discretion may reject any Application where:

1. submission was not made through community.fund@torbay.gov.uk;
2. the Applicant’s total cost exceeds Torbay Council’s maximum Grant limit of £15,000;
3. the Applicant has not accepted Torbay Council’s Terms and Conditions.
4. the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or
5. Torbay Council has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.
6. it is considered by Torbay Council to be incomplete or vague;
7. any of the information provided by an Applicant is found to be inaccurate or misleading;
8. the Applicant has qualified the Application in any way; or
9. the Application is in breach of any condition contained within it.
	1. **Assessment and Award**

Applications received each month will be considered on their merits taking into account how the project will deliver outcomes which support the aims of One Torbay, whilst demonstrating strong community support and need.

Torbay Council will complete an evaluation of Applications which meet all the mandatory requirements as set out within the documents.

Torbay Council is not bound to make any award of Grant.

On completion of the evaluation process approval to award the Grant will be sought in accordance with Torbay Council’s approval procedure.

All Applicants will be notified of the Application outcome, whether this is to award or not to award the Grant.

* 1. **Legal and Agreement Arrangements**

Information supplied by Torbay Council as part of the Application process is supplied in good faith and Applicants must satisfy themselves as to the accuracy of such information. Torbay Council accepts no responsibility for any loss or damage arising from the use by Applicants of such information. All information issued to Applicants must be treated as confidential.

Torbay Council may, at its sole discretion, terminate the Application procedure at any time. If such action is taken, Applicants will be notified by email.

A completed declaration at section B12 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds.

* 1. **Consequences of Misrepresentation**

If you seriously misrepresent any factual information, there may be significant consequences. You may be excluded from this Grant Application. If an Agreement has been entered into you may be sued for damages and the Agreement may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

# Grant Agreement Terms and Conditions

1. You are authorised to apply for the grant on behalf of the organisation or collective of organisations.
2. The grant is awarded to enable the Recipient to undertake the project described within the application form.
3. Any changes to the use of the grant set out at E2 above must be with the prior written agreement of the Authority.
4. Any additional costs over and above the approved funding shall be met by the Recipient.
5. Any additional costs over and above the approved funding shall be met by the Recipient.
6. The Recipient shall provide the Authority with evidence of how the funding has been spent by no later than six months following payment of the grant to the Recipient.
7. Any grant funds unspent or uncommitted by within 6 months of the award being made shall be returned to Torbay Council promptly upon request by Torbay Council.
8. The grant shall become repayable immediately in full:
	* 1. where the Recipient uses the grant for purposes other than those set out in this Agreement, unless with the prior agreement of the Authority;
		2. the Recipient is unable to provide evidence in accordance with clause E5 of this Agreement.
9. No amendment or variation to the terms of this Agreement shall be valid unless previously agreed in writing between the Authority and the Recipient.
10. The Authority may, at its sole discretion:
	* 1. extend this Agreement beyond the agreed term by a further period or periods, as deemed necessary by the Authority;
		2. provide additional funding to the Recipient under the terms of this Agreement.
11. The Recipient acknowledges and understand that approval of any grant relating to this application does not commit Torbay Council to on-going funding.
12. Any Value Added Tax (VAT) payable by the Recipient is your responsibility and Torbay Council shall not be liable to pay any additional amount.
13. Torbay Council will not offer funding for:
	* 1. projects working with vulnerable people where there is no Safeguarding Policy and / or appropriately trained staff / volunteers;
		2. reimbursement of previously incurred expenses;
		3. activities the Authority deems to promote religious or political ideologies or beliefs. This does not preclude applications from religious or political groups, only the overt promotion of an ideology;
		4. projects that are deemed by Torbay Council to be unethical;
		5. individuals, groups or organisations who are a debtor to Torbay Council.
14. Repayment of the fund can be required at the sole discretion of Torbay Council if you supply false information, fail to spend the money in the allotted time period, your organisation becomes insolvent or there are any other breaches of the conditions or eligibility criteria.
15. Our fund is limited and will be allocated on a case-by-case basis. Once it runs out, we will not be able to fund subsequent projects.
1. Non-constituted groups without their own, separate bank account e.g., small local businesses and individuals may apply but they will need to do so with the support of an accountable constituted organisation acting on their behalf as the holder of the funding. [↑](#footnote-ref-2)
2. We will be unable to finalise your application until the fund holder provides this information [↑](#footnote-ref-3)
3. Please Note: Torbay Council reserves the right to use its discretion to exclude an Applicant where it can be demonstrated, by any appropriate means, that the Applicant is in breach of its obligations relating to the non-payment of taxes or social security contributions [↑](#footnote-ref-4)
4. Where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State [↑](#footnote-ref-5)
5. Electronic signatures are permitted [↑](#footnote-ref-6)