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# Elmbridge Community Climate Action Fund Terms and Conditions 2024-25

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## Award of funding

1. The offer of funding from the Elmbridge Community Climate Action Fund (ECCAF) is subject to the applicant's acceptance of the Terms and Conditions contained within this document and the offer letter.
2. Any award must be used exclusively for the purposes set out in the application form and in the offer letter. The council reserves the right to confirm for itself the funds have been used for these purposes. You may be required to produce receipts and invoices relating to any purchase made. You are required to provide Elmbridge Borough Council as the funder with activity reports, output and outcomes data and agrees to support any evaluation of the funding to help meet evaluations and monitoring requirements.
3. If the applicant fails to comply with any of the terms and conditions contained within the offer letter and/or these Terms and Conditions, Elmbridge Borough Council reserves the right to withhold, vary or terminate payment of funding /or require any or all of the ECCAF award to be repaid to the council.
4. The ECCAF funding will be where applicable, conditional upon the applicant obtaining any necessary building regulations and/or planning permission and any other required consents or permissions.
5. The funding is a one-off payment and will not result in any future revenue commitment by the council. Maintenance responsibility, revenue liability or ongoing future funding related to the application lies with the applicant. If the applicant is unable to fulfil these requirements, the council reserves the right to withhold, vary or terminate payment of funding / or require any or all of the ECCAF award to be repaid.
6. You must have a bank account in the name of your organisation into which the Council will pay the funding. As part of acceptance of the offer of the funding you will need to provide the bank account details including the sort code, account number and name on the account.



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7. There is no right of appeal against an award or refusal of ECCAF funding. You are entitled to accept the terms and conditions of this agreement and receive the funding or to refuse.

## Starting the Project

8. The project must be completed within 12 months of the date on the offer letter. If this is not possible, the applicant must inform the council in writing when they will be starting the project and the reason for the delay as soon as possible and at least 2 months before the end of the 12 months i.e., within 10 months of the date on the offer letter. Any delayed start must be agreed by the council in writing prior to the projects' commencement. The council is under no obligation to agree to the delay and reserves the right to withhold, vary or terminate payment of funding on any or all the ECCAF awarded.

9. Works already completed prior to the funding decision will not be funded.

## Approved Project for ECCAF funding

10. The works that are the subject of the ECCAF funding must be carried out strictly in accordance with the details as described in the application form and in accordance with any instructions within the offer letter.

11. If, during the course of the work, the applicant finds it impracticable to carry out the work in accordance with what was approved, then changes must only be made after written approval has been given by the council. The council does not have to agree to the changes proposed. Failure to gain the council's prior approval, may result in the withdrawal or withholding of the funding or requirement to repay any sums already provided by the council.

12. The applicant will be asked to provide a written statement or certificate of completion to indicate that they are satisfied with the work carried out before payment of the funding can be requested, this will be indicated within the offer letter.

13. Upon notification of completion of the work by the applicant, the council reserves the right to inspect the work(s) either by way of a site visit or with the use of photographic evidence provided by the applicant, to check that the work carried out is as described in the application form and in accordance with the details in the offer letter.



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## Payment of funding

14. Payment will only be made after completion of the project to the satisfaction of the applicant and the council, and after submission of verifiable invoices. The original invoices/receipts need to be submitted to the council as proof of purchase and/or expenditure along with photographic evidence of the project completion or a phase of completion.

15. The organisation being awarded funding must have a bank account into which the council will pay the funding. As part of the acceptance of the offer of funding you will need to provide the bank account details including the sort code, account number and name on the account.

16. The award contained in the offer letter is the maximum payable on this scheme and if savings are made there will be a pro rata reduction in funding. It must be emphasised that there will be no obligation on the council to increase the offer in the event of cost increases on eligible work.

17. If the applicant receives funding for the project from another source, then the council reserves the right to adjust or stop the amount of funding to be paid. If the applicant has not declared the extra funding to the council, then the council reserves the right to stop payment and/or request a refund of funding already paid out.

## Recovery of Payment

18. If the applicant receives funding for the project from another source after payment has been made by the council, then the council reserves the right to recover the amount of the funding or such part as they think fit.

19. In the case of identification of fraud, health and safety issues or other material breaches in terms of this agreement, Elmbridge Borough Council reserves the right to end the agreement at any time without notice.

20. In the case of clause 19 above, Elmbridge Borough Council shall bear no liability whatsoever for any costs, losses or expenses incurred by you as a consequence of ending the funding agreement.



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## Compliance and Insurance

21. The applicant must ensure compliance with all regulations and legislation relating to the project including Equality, Sustainability and Health and Safety.

22. The applicant must ensure appropriate and sufficient Insurance cover, including Public Liability and Employer Liability applicable to the project.

## Publicity for the Project

23. By signing the application form, the applicant has agreed to publicise the funding support of Elmbridge Borough Council. This will be discussed with the applicant or form part of the offer letter.

24. The council reserves the right to use images of the project resulting from the award of the ECCAF funding as part of any publicity material that it may wish.

## Varying the Terms and Conditions

25. Elmbridge Borough Council reserves the right to vary the terms and conditions of the ECCAF funding. Such a right will be exercised by the council acting reasonably. Any such variations will be notified to you before the final approval of the funding and your commencement on the funded project.



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