

MR01

COMPANIES HOUSE  
FEE PAID



Companies House

Particulars of a charge  
COMPANIES HOUSE  
BELFAST  
27 NOV 2019

Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR05

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form.  
It must be scanned and placed on the public record. **Do not send the original.**



JNI \*J8J5573K\* #55  
27/11/2019  
COMPANIES HOUSE

JNI \*J8INNRTS\* #13  
20/11/2019  
COMPANIES HOUSE

WEDNESDAY  
WED

**1 Company details**

Company number N I 0 3 6 1 4 0  
Company name in full FOOTPRINTS WOMEN'S CENTRE

0005 For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d 2 d 0 m 1 m 1 y 2 y 0 y 1 y 9

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name THE EXECUTIVE OFFICE  
Castle Buildings, Stormont Estate, Belfast, BT4 3SR

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

COMPANIES HOUSE  
BELFAST  
20 NOV 2019  
RECEPTION DESK

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The land and premises comprised in Land Registry Folio AN 19136 County Antrim

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X

X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	DAVID STURGESS
Company name	EDWARDS & CO SOLICITORS
Address	28 HILL STREET
Post town	BELFAST
Country/Region	ANTRIM
Postcode	B T 1 2 L A
Country	NORTHERN IRELAND
DX	410 NR BELFAST
Telephone	02890 408388



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI36140

Charge code: NI03 6140 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 20th November 2019 and created by FOOTPRINTS WOMENS CENTRE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2019.

Given at Companies House, Belfast on 28th November 2019



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated the 20 day of November 2019

**FOOTPRINTS WOMEN'S CENTRE**

**-TO-**

**THE EXECUTIVE OFFICE**

**MORTGAGE & CHARGE**

**EDWARDS & Co.**  
*Solicitors*  
28 HILL STREET  
BELFAST BT1 2LA

Certified to be a true copy  
Date 20/11/2019  
Edwards & Co.

Solicitors  
28 Hill Street  
Belfast BT1 2LA

**THE SOLICITOR  
DEPARTMENT OF FINANCE  
DEPARTMENTAL SOLICITOR'S OFFICE  
CENTRE HOUSE  
79 CHICHESTER STREET  
BELFAST  
BT1 4JE**

## LAND REGISTRY

**FOLIO: AN19136**

**COUNTY: ANTRIM**

**REGISTERED OWNERS: FOOTPRINTS WOMEN'S CENTRE**

**THIS DEED** made the 20 day of November 2019 between **FOOTPRINTS WOMEN'S CENTRE** Company No: NI036140 having its registered office at 84A Colinmill, Poleglass, Belfast, BT17 0AR ("the Company") (1); and **THE EXECUTIVE OFFICE** of Castle Buildings, Stormont Estate, Belfast BT4 3SR ("the Department") (2)

### **WHEREAS:-**

- A. Under an agreement ("the Financial Assistance Agreement") constituted by a Letter of Offer of Financial Assistance dated 24<sup>th</sup> July 2018 from the Department to Belfast City Council ("the Council") as revised and amended by a Letter of Offer of Financial Assistance dated 28<sup>th</sup> January 2019 from the Department to the Council, copies of which are annexed at Schedule 1 hereto ("the Financial Assistance Agreement") the Department has agreed to provide the financial assistance therein specified upon the terms and conditions therein contained.
- B. The Company own the premises described in the Second Schedule hereto ("the Property").
- C. The financial assistance payable under the Financial Assistance Agreement to the Council is for the benefit of the Property and is to be used to contribute to costs in respect of works to the Property ("the Project").
- D. The Company have entered into an agreement with the Council dated  
in respect of the obligations to be performed and observed by the Company in respect of the Project ("the Project Agreement").
- E. This deed provides security over the Property, which the Council has agreed to ensure is provided to the Department for the financial assistance made available to the Council under the Financial Assistance Agreement.

**NOW THIS DEED WITNESSETH:**

- 1(i) The Company hereby covenants with the Department to, on demand, pay to the Department and discharge all obligations and liabilities of either the Council or the Company to the Department whether as principal or surety or in any other capacity under or in connection with the Financial Assistance Agreement ("the Secured Liabilities").
  - (ii) The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Department by notice in writing, and such demand may be made when or at any time after the Department becomes entitled to call for payment of the monies. Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Company at the last known addresses of the Company and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.
  - (iii) The monies hereby secured shall bear interest at the same rate as is applicable to the Financial Assistance Agreement.
2. As a continuing security for the payment and discharge of the Secured Liabilities, the Company:
- 2.1 by way of legal mortgage grant and demise to the Department all of the Property (and all buildings and erections and other things of whatever nature on, and intended to form part of, the Property) (i) to hold so much of the Property as is of freehold tenure to the Department for a term of 10,000 years from the date of this deed and (ii) to hold so much of the Property as is of leasehold tenure to the Department for the residue of the respective term or terms of years for which the Company now hold the same less the last ten days of each of such terms AND the Company hereby declare that they shall henceforth hold the reversion of the said terms of years upon trust for the Department subject to any equity of redemption subsisting therein and upon trust to dispose thereof as the Department may from time to time direct AND the Company hereby authorise the Department and do hereby appoint the Department to be the attorney of the Company in its name and on its behalf to appoint a new trustee or trustees in place of the Company or any trustee or

trustees appointed under this power as if the Company or such other trustee or trustees were incapable of acting in the trusts of the reversion or in any of them hereby declared; and

2.2 by way of legal charge charges all the Property (and all buildings and erections and any other things of whatever nature on, and intended to form part of, the Property) as is registered or is to be registered in the Land Registry and assents to registration of the charge as a burden on the folio(s) and the address of the Department for service of notices in connection therewith is c/o The Solicitor, Departmental Solicitor's Office, 3<sup>rd</sup> Floor, Centre House, 79 Chichester Street, Belfast

3. The Company's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
  - (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy that the Department may now or after the date of this deed have from or against the Council, the Company or any other person in connection with the Secured Liabilities;
  - (c) any act or omission by the Department or any other person in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Council, the Company or any other person;
  - (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
  - (e) any grant of time, indulgence, waiver or concession to the Council, the Company or any other person;
  - (f) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Council, the Company or any other person;
  - (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Council, the Company or any other person in connection with the Secured Liabilities;



- (h) any claim or enforcement of payment from the Council, the Company or any other person; or
  - (i) any other act or omission that would not have discharged or affected the liability of the Company had they been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Company or otherwise reduce or extinguish their liability under this deed.
4. The Company hereby warrants and represents to the Department that the Company has the power to enter into, deliver and perform this deed and the making and performance of this deed does not contravene or conflict with the constitutional documents of the Company.
5. If upon:
- (a) all the Secured Liabilities having been unconditionally and irrevocably paid and discharged in full; or
  - (b) the expiry of a period of 10 years from the date of issue of a letter to proceed under the terms of the Financial Assistance Agreement, subject to there being no breach of the Financial Assistance Agreement or the Company's obligations under the Project Agreement
- then the Department will at any time thereafter upon the request and at the cost of the Company surrender, discharge and release the Property unto the Company or as the Company shall direct
6. The Department shall have the power of sale and all other powers conferred by the Conveyancing Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-
- (a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and for all the purposes thereof when a demand for payment of any part hereof shall have been made in manner aforesaid; and
  - (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act

7. These presents shall be a continuing security to the Department and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Company in respect of monies for which the Company are or shall be liable as a surety only
8. These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Department upon or in the Property or any part thereof
9. (a) So long as any money shall remain due or owing on the security hereof the Company shall keep the buildings for the time being comprised in the Property or to be erected thereon in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the name of the Company and the Department in some Insurance office to be approved by the Department and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Department the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Company shall fail to perform any of the obligations under this Clause the Department may thereupon repair or insure the said buildings or any of them as it may deem fit and the Company shall on demand repay to the Department any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Department to the Company from the time of the same having been expended and until such payment the sum shall be charged on the Property and the receipt of the Department for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from the same
- (b) So long as any monies shall remain due and owing on the security hereof, the Company shall observe and perform any restrictive covenants affecting the Property and the covenants and provisions binding upon the Company under the lease or leases under which the Property are held and duly and punctually to pay

all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Property and to keep the Department indemnified against the same

10. The Company covenants with the Department to comply with the obligations on the part of the Company contained in the Project Agreement.

11. The Department may at any time hereafter without any further consent on the part of the Company enter into possession or into receipt of the rents and profits of the Property or put and keep every building comprised in the Property in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Department shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Company a person to collect and receive such rents and profits for the use and benefit of the Department at such commission as the Department shall think fit and any such person shall have power in the name of the Company to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Property on the expiration or determination or forfeiture of any tenancy or otherwise and to let or re-let the Property from time to time to such person or persons as it shall think fit for such term of years as it thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Property at such time and in such manner and subject to such conditions as the Department in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Department and pay any surplus to the Company

PROVIDED ALWAYS that the Department shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been

made in respect of the monies hereby secured or default shall have been made in observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal money and interest) or being a Company shall have gone into liquidation whether compulsorily or voluntarily or if any building on the Property shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Company shall have assigned, let or parted with possession of the Property without the written consent of the Department but no entry into possession receipt of rents and profits appointment of a receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no purchaser from or other person dealing with the Department shall be concerned to enquire whether the security is subsisting or into the right of the Department to exercise any of the powers hereby or by law vested in the Department

12. The Company at all times during the continuance of the security:-

- (a) shall and will use the Property only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts (as hereinafter defined) and for the purpose;
- (b) shall and will not carry out any development within the meaning of the Planning Acts in or upon the Property or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Acts;
- (c) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Company by a Planning Authority under or by virtue of the Planning Acts in respect of the Property give full particulars thereof to the Department and if so required by the Department produce the same to the Department and also without delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Department make or join with the Department in making such applications or representations against or in respect of any proposal for such notice or order as the Department may deem expedient;
- (d) shall and will in the event of a notice being served affecting the Property or any part thereof or in the event of any proceedings being commenced affecting the

same in a matter of material importance immediately give full particulars thereof to the Department;

- (e) shall and will not create a second or subsequent mortgage or charge over the Property without the prior consent in writing of the Department;
- (f) shall and will not assign or transfer or part with its nominal reversion in any lease or leases under which the Property is held; and shall not, without the previous consent in writing of the Department, transfer, sell, lease, assign, licence or otherwise dispose of its respective freehold, leasehold or registered lands in whole or part
- (g) shall and will forthwith lodge the documents of title to the enlarged interest in the Property with the Department and agree that such enlarged interest shall be subject to this security

13. The Company hereby assign unto the Department the benefit of:

- (a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Property and any indemnity against payment of such charges or expenses;
- (b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Property and any rent payable thereout or charge thereon;
- (c) all rights of the Company to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Property and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Department

14. No lease made by the Company of the Property or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Conveyancing Act 1881 unless the Department shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in section 17 of the Act shall not apply to this security

15. The waiver by the Department of any breach of any term of this Deed shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach
16. In these presents where the context so admits, the expressions "the Company" "the Department" shall include the persons for the time being deriving title under them respectively; "Property " means all or any portion of the Property; words importing the masculine gender shall include females; and the expression "Planning Acts" shall mean the Planning Acts (NI) 1931 and 1944 and the Planning (Northern Ireland) Orders 1972 and 1978 or any enactments amending or extending the same and all Regulations made or taking effect as if made thereunder as from time to time by subsequent legislation and regulations

IN WITNESS whereof this Deed has been executed and delivered as a Deed the day and year first herein WRITTEN

## FIRST SCHEDULE

### FINANCIAL ASSISTANCE AGREEMENT

Letter of Offer of Financial Assistance dated 24<sup>th</sup> July 2018 from the Department to Belfast City Council as revised and amended by a Letter of Offer of Financial Assistance dated 28<sup>th</sup> January 2019 from the Department to the Belfast City Council.

## SECOND SCHEDULE

### THE PROPERTY

The lands and premises comprised in Folio AN19136 County Antrim

EXECUTED as a DEED by  
FOOTPRINTS WOMEN'S CENTRE  
acting by:-

Mary McNeill  
DIRECTOR

VICE CHAIRPERSON

Glenn  
DIRECTOR

DIRECTOR  
CHAIRPERSON

Shirley  
SECRETARY

CONTRIBUTOR  
DIRECTOR

The Official Seal of  
THE EXECUTIVE OFFICE  
was affixed hereto in the presence of:-

Wendy

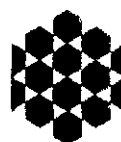
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Deputy Permanent Secretary  
1200



Gerard Murray  
Programme Delivery Manager  
The Urban Villages Initiative  
The Executive Office

Block E | Castle Buildings | Stormont Estate | Belfast BT4 3SX  
Email: Gerard.Murray@executiveoffice-ni.gov.uk



The  
**Executive Office**

[www.executiveoffice-ni.gov.uk](http://www.executiveoffice-ni.gov.uk)

Delivery Partner Organisation (name and address)	FAO Director of Property and Projects  Belfast City Council,  Belfast City Hall,  BT1 5GS
Project Title	Footprints Women's Centre
Capital Reference Number	C.C.08
Project Promoter (Grant Recipient Organisation) (name and address)	Footprints Women's Centre  84A Colindale  Poleglass  Belfast  BT17 0AP
Type of Project	Capital
Amount of Financial Assistance (excluding Optimism Bias, including Design Contingency)	£80,133
Period of Financial Assistance	24 July 2018 – 31 <sup>st</sup> March 2019
Government Funding Database Checked (Date)	<a href="https://govfundingpublic.nics.gov.uk/Home.aspx">https://govfundingpublic.nics.gov.uk/Home.aspx</a> Yes 05.07.18.

Date: 24 July 2018

Dear Director,

## URBAN VILLAGES: OFFER OF CAPITAL GRANT

### 1. THE OFFER

This Letter of Offer confirms that The Executive Office (TEO) ("the Department") will offer **Belfast City Council** ("the Delivery Partner Organisation") a capital grant of up to **£80,133** to contribute to eligible costs associated with Footprints Women's Centre enhancements from 24 July 2018 to 31 March 2018.

The grant is subject to the project delivering its aims & objectives and producing the agreed performance targets/outputs and patterns of expenditure as set out in Annexes 1 to 9 of this Letter of Offer. Approval is subject to your acceptance of all the conditions set out in this letter.

This letter conveys the following offer of assistance from the Department to the Delivery Partner Organisation for the development, management, administration and delivery of the project(s) which the Department has agreed to support listed hereunder and as detailed in the business case(s) attached at Annex 2.

The Department will, subject to the standard conditions of grant attached at Annex 1 and the conditions hereinafter appearing, pay to the Delivery Partner Organisation financial assistance not exceeding the amounts indicated.

UV Ref:	Project Title	Delivery Partner	Expected Project Completion Date	Urban Villages Capital Grant (excluding Optimism Bias, including Design Contingency) £
CC08	Footprints Women's Centre enhancements	Belfast City Council	31 March 2019	£80,133

A breakdown of the project(s) Capital Grant award is set out at Annex 3.

It is the intention of the Delivery Partner Organisation that works will be carried out and the Grant will be paid by the Department for that purpose. It is acknowledged that this is not a public works contract as defined in Directive

2004/18/EC and the Public Contracts Regulations 2006 and that the Delivery Partner is not undertaking any legal obligation to carry out the works.

## **2. CONDITIONS OF ASSISTANCE**

- (a) The Department shall not make any payment of project costs and work shall not commence on a project until the Department is satisfied that the following issues have been satisfactorily addressed:
- (i) the Delivery Partner Organisation has presented to the Department a Project Initiation Document and a Project Plan, the latter to include a detailed project expenditure plan, detailed project targets (including outputs and outcomes, associated baseline and update data and measurable project milestones as linked to the objectives of both UV and the project), a project resource plan, a risk register and Project Monitoring Plan and an evaluation plan outlining associated measurements and data sources, timing of measurements and collection and input method, as referred to in Annex 1. These are to be presented to the Department within 40 days of the signing of this Letter of Offer;
  - (ii) the Department is satisfied with the Project Initiation Document and Project Plan as presented by the Delivery Partner Organisation, including the detailed project expenditure plan, project targets including outputs and outcomes, associated baseline and update data and measurable project milestones as linked to the objectives of both UV and the project), a project resource plan, a risk register and project monitoring plan and evaluation plan outlining associated measurements and data sources, timing of measurements, collection and input method and the arrangements for completion of the project;
  - (iii) where the project is co-funded with funding from another source, that they provide the Department with evidence to confirm that a funding package has been formally established to cover all costs set out in the breakdown of Grant award. This should include a properly executed Memorandum of Understanding between the Delivery Partner Organisation and the co-funder(s) setting out the roles, responsibilities and degree of accountability of each party;
  - (iv) The Delivery Partner Organisation provides the Department with a copy of an enforceable agreement between itself and the Project Promoter within 30 days of the date of the Letter to Proceed. If this is required before this date it will be agreed between the Delivery Partner Organisation and the Department. The agreement should cover the requirements expected of the Project Promoter in order to ensure the achievement of the project's objectives, as well as the requirement to collect Outcomes Based Accountability (OBA) reporting data and agreed Project Monitoring Plan;

- (v) the Department receives satisfactory documentary evidence that any land and/or property on which any development is to take place is in the ownership of the Project Promoter;
- (vi) the Department receives satisfactory evidence that where any land and/or property on which any development is to take place is subject to a lease, that there is sufficient security of tenure and that a lease of sufficient term is in place for a project;
- (vii) the Department receives satisfactory documentary evidence that permission has been obtained from the owner of any land and/or property, not in public ownership, which is affected by a project;
- (viii) the Department reserves the right to recover funding from the Project Promoter and the Department shall execute a direct Legal Charge over the funded assets in favour of the Department in accordance with the Department's policy where these comprise Real Property;
- (ix) the Department receives documentary evidence that all statutory approvals necessary for a development to proceed, have been obtained;
- (x) the Department is satisfied with the management and monitoring arrangements put in place by the Delivery Partner Organisation;
- (xi) the Delivery Partner Organisation shall deliver each Project, applying the most appropriate procurement strategy for the Project, as agreed with the Department, and in doing so shall appoint an appropriate Integrated Consultant Team (ICT) applying the agreed procurement strategy. The Delivery Partner Organisation and the ICT will liaise with the Department for the duration of a project regarding stage design, project management, cost management, work supervision, the tendering procedures for the appointment of the Integrated Supply Team (IST) and other matters associated with each Project;
- (xii) the Delivery Partner Organisation shall appoint an IST for each project in keeping with Department of Finance Central Procurement Directorate (CPD) guidance;
- (xiii) a set of tender documents for a project in respect of (xi) and (xii) should be submitted to the Department for assessment and approval;
- (xiv) the Delivery Partner Organisation shall normally award a NEC3 Professional Services Contract to the successful ICT and a NEC3 Engineering and Construction Contract to the IST;
- (xv) the tender report and the recommendation for appointment of the ICT and the IST shall be submitted to the Department for approval prior to appointment;
- (xvi) the Delivery Partner Organisation, in awarding contracts under this Letter of Offer, should promote the delivery of sustainable development

as outlined by CPD and shall ensure that appropriate social clauses are agreed with the Department and are delivered by both the ICT and the IST;

- (xvii) the Delivery Partner Organisation will provide the Department with an agreed Project Monitoring Plan that will assist in assessing the success of a project against the project business case and the objectives of the Urban Villages Initiative and the project. Thereafter the Delivery Partner Organisation will provide the Department with such reports and information as the Department shall require in order to make such assessment(s);
  - (xviii) It is the responsibility of the Delivery Partner Organisation to ensure that the Project Promoter, by means of an enforceable agreement, is collecting the relevant OBA Report Card and Post Project Evaluation (PPE) statistics required to measure performance. The Delivery Partner Organisation is responsible for reporting data relating to the project's construction, whilst the Project Promoter is responsible for reporting data relating to the operation of the asset;
  - (xix) Confirmation that all conditions outstanding from the Due Diligence checklist set out in Annex 9 have been satisfied.
- (b) The Department will be afforded all reasonable access to each project during and after construction and to all records held by the Delivery Partner Organisation and the Project Promoter. All supporting documents, in particular regarding expenditure and audit, must be kept available for a period of seven years following the end of the financial year in which the last payment of Grant in relation to the project is made and such documents shall be made available for inspection at the request of the Department, its auditors, or any other oversight body with a legitimate requirement to inspect them in the course of its duties;
  - (c) The project shall be carried out and completed in accordance with the plans and specifications to the Department's satisfaction and with all necessary certification;
  - (d) Consideration shall be given to the timing to maximise synergies with existing infrastructural development and minimise impact on the general public and businesses;
  - (e) The Delivery Partner Organisation shall use all reasonable endeavours to have all major work on each project completed by the dates indicated at paragraph 1;
  - (f) The Department will monitor and evaluate each project by reference to the detailed baseline data, project targets (including baseline, outputs and outcomes) and milestones referred to in paragraph 2 (a) above;
  - (g) The Delivery Partner Organisation will update the UV/Delivery Partner Organisation Project (or Project Cluster) Delivery Board at least every three

months on the project progress, or when reasonably requested by the Urban Villages Initiative;

- (h) The Delivery Partner Organisation should conduct a post project evaluation in relation to its roles and responsibilities, within a period agreed with the Department. Where an independent evaluator is appointed by the Department, the Delivery Partner Organisation shall be required to liaise and co-operate with the evaluator and provide all supporting documentary evidence as required by the independent evaluator;
- (i) On receipt of confirmation of acceptance of this Letter of Offer of Grant and after all other conditions of assistance have, in the opinion of the Department been satisfied, the Department will issue a letter to the Delivery Partner Organisation to proceed, where appropriate, on a stage by stage basis;
- (j) The Delivery Partner Organisation may have to appear before the Public Accounts Committee (PAC) to give evidence. The Organisation will also be required to comply with any recommendations made by the PAC, or by other Parliamentary authority which have been accepted by the Government and which are relevant to the organisation;
- (k) This Letter of Offer includes a sum for design contingency that may be used to cover any unexpected costs relating to design risk factors which cannot be fully envisaged at this early stage. This sum will only be released by the Department if it is satisfied that the costs incurred are deemed to be essential and necessary to the project. UV branding is to be funded from this sum where required. The Department's decision in this respect will be final. No allowance has been included for optimism bias at this stage.
- (l) The Delivery Partner Organisation will comply with any specific instructions or guidance issued by the Department.

### **3. CLAIMS FOR SITE PURCHASE**

The Department will be prepared to release funding under this Letter of Offer for the purposes of the purchase of land or property identified in a project business case, subject to evidence satisfactory to the Department of the title to or interest of the Project Promoter in the property (where applicable) and further subject to Condition 2a (v) providing the Project Promoter Organisation to execute in favour of the Department security over the property in terms satisfactory to the Department to secure the obligations of the Project Promoter to the Department under the UV funding.

### **4. CLAIMS FOR PROFESSIONAL FEES**

The Department will be prepared to release funding under this Letter of Offer for professional fees to allow a project to progress where such costs have been properly incurred, been agreed by the Department and have been duly certified.

## 5. CLAIMS FOR MANAGEMENT FEES

The Department will be prepared to release funding under this Letter of Offer for management fees incurred while acting in your role as Delivery Partner Organisation. The release of funding will be in accordance with the process outlined in Annex 1 Section 7.

## 6. CLAIMS FOR PAYMENT

Each claim for financial assistance shall be made on a **quarterly** basis in writing by completing the Department's official claim form, attached at Annex 4. The Delivery Partner Organisation will certify that the expenditure to which the claim relates has been duly incurred and should be accompanied by the certified claims/architect's certificates where required. All claims shall indicate the period during which work was carried out and should be certified by an authorised signatory, details of which should be provided to the Department using Annex 5 attached. An updated project expenditure schedule, covering the totality of each project, should also accompany each claim.

## 7. REPAYMENT OF FINANCIAL ASSISTANCE

The Department has the right to withhold or recover any payment or part thereof made under the terms of this letter in the event of failure by the Delivery Partner Organisation to apply the grant solely for the purposes for which it was awarded.

## 8. MONITORING AND EVALUATION POST COMPLETION OF CAPITAL WORKS

The Department will require a project to provide it with quarterly returns in line with the agreed construction Outcomes Based Accountability Report (OBA) Cards within 30 calendar days after the relevant quarter end. Quarterly returns should be submitted for the following data collection periods after completion of the capital works, and as agreed in the agreed in the OBA Report Cards contained in Annex 7. The Delivery Partner will also be required to complete Section A of the Post Project Evaluation template, which covers the period up to the end of construction.

The OBA duration of the data collection period will be reviewed on a case-by-case basis by the UV Statistician, but the following thresholds and periods will be used as general guide.

Project Type	Cost	Proposed Data Collection
Local	< £500K	1 year
Landmark	£500K - £2.5million	2 years
Transformational	> £2.5 million	3 years

## 9. CONTRACT

This Letter of Offer is a legally binding document. You will find attached to this Letter of Offer the following:

Annex 1	Standard Conditions of Grant
Annex 2	Project Business Case(s)
Annex 3	Total Breakdown of Grant Award by Funder and Financial Year
Annex 4	Expenditure Claim Form
Annex 5	Bank Account and Authorised Signatory Form
Annex 6	Acceptance of Letter of Offer Form
Annex 7	OBA Report Cards
Annex 8	Required Documentation Prior To The Issue of The Letter To Proceed
Annex 9	Conditions To Be Carried Forward To Letter to Proceed Stage

## 10. Acceptance

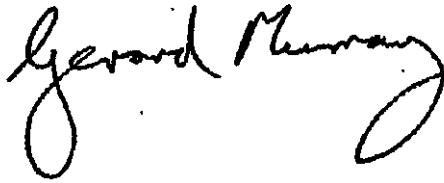
This Letter of Offer is issued in duplicate. If the Delivery Partner Organisation is prepared to accept the offer set out in this Letter of Offer on the terms and conditions stated it shall complete, date, sign and return to the Department at the address stated in the Letter of Offer, the form of acceptance which is set out at Annex 6 of the Letter of Offer. The Letter of Offer should be accepted within twenty eight calendar days from the date of the Letter of Offer. The Letter of Offer shall only become binding when the Department has received at the correct address a properly signed and completed Form of Acceptance, and all other associated documents.

Should you have any queries please contact Philip Magee:-  
 Email [Philip.magee@executiveoffice-ni.gov.uk](mailto:Philip.magee@executiveoffice-ni.gov.uk),  
 Phone 028 9052 8209  
 Mob 078 8005 4353

The offer contained herein shall be deemed to have been withdrawn if it is not accepted by 20 August 2018.



Yours sincerely

A handwritten signature in black ink, appearing to read 'Gerard Murray'. The signature is fluid and cursive, with a large loop at the end of the last name.

**Gerard Murray**  
**Programme Delivery Manager**  
**The Urban Villages Initiative**  
**The Executive Office**

**URBAN VILLAGES**

**STANDARD CONDITIONS OF CAPITAL GRANT**

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## **Standard Conditions of Grant**

### **DEFINITIONS**

In these standard conditions of grant and in the Letter of Offer (as defined) the following words and expressions shall have the meanings set out:

<b>"Authorised Signatory"</b>	a board member or executive officer holder whom the Delivery Partner Organisation's Board or Management Committee has authorised to sign cheques and other documents on behalf of the Delivery Partner Organisation
<b>"Bank Facilities"</b>	the banking facilities afforded to the Delivery Partner Organisation, expressly for the limited purposes of the project
<b>"Board/Management Committee"</b>	means the Board or Management Committee of a Delivery Partner Organisation which has responsibility for the delivery of a project or projects
<b>"the Department"</b>	the Executive Office which has the authority and responsibility for co-ordinating the Urban Villages initiative and for verifying expenditure and making payments to a Delivery Partner Organisation
<b>"Eligible costs"</b>	in relation to project costs means the costs of the project which are approved as eligible for financial assistance within the terms the Letter of Offer, and subject to the provisions of the Urban Villages Funding Guidelines. Such costs will be wholly required for the furtherance of the project's aims and objectives. The final decision on eligibility will rest with the Department
<b>"Economic Life"</b>	This is the minimum term of the control period during which the asset must be retained by the Project Promoter prior to being disposed of; the period begins on the date that the Letter to Proceed is issued by the Department
<b>"Executive Officer Holder"</b>	those holding executive posts in the Delivery Partner Organisation
<b>"Grant"</b>	the financial assistance to be paid to the Delivery Partner Organisation for the costs of a project and for approved management costs associated with the project

"Irregularity"	<p>is;</p> <p>(i) any breach of or non-adherence to the terms of the Letter of Offer and these Standard Conditions of Grant;</p> <p>(ii) the omission of information from accounting records, financial statements, or other records, reports or documents which could have an effect on the entitlement of the Delivery Partner Organisation or any Project Promoter to Grant; and which could include (by way of example only):</p> <ul style="list-style-type: none"><li>• errors with material adverse consequences</li><li>• the misuse of finance or other resources</li><li>• any malpractice or omission in the management, supervision or delivery of the project</li><li>• any illegal or fraudulent action in connection with the project</li><li>• the falsification of records or documents</li><li>• the misstatement, omission or failure to provide detail of events, transactions or any required information</li></ul>
"Delivery Partner Organisation"	the body or organisation (not being an individual) identified in the Letter of Offer which will have overall administrative and financial responsibility for the implementation of a project as set out more fully in the Letter of Offer
"Letter of Offer"	the Letter of Offer incorporating these standard conditions of Offer of Grant, and which describes the project for which Grant is to be applied by the Delivery Partner Organisation
"Memorandum of Understanding"	is an agreement signed by all project co-funders and by a Delivery Partner Organisation and provides clarity in respect of accountability, policy, operational and reporting procedures for each project funder
"NEC3"	standard suite of contract documents
"Project Promoter"	the grantee organisation which is identified in the Letter of Offer as the body or organisation (not being an individual) undertaking the project that will receive the benefit of the Grant (sometimes referred to as the Grant Recipient Organisation)

"Project Budget"	the total project cost, from <u>all</u> sources, shown in the financial breakdown and budget detailed in the breakdown of Grant award schedule attached to the Letter of Offer
"Project Initiation Document"	the PID' –is the document prepared by the Delivery Partner Organisation that will highlight <b>What</b> a project is aiming to achieve; <b>Why</b> it is important to achieve it; <b>Who</b> will be involved in managing the process and what their responsibilities are, and <b>How</b> and when the project will be undertaken
"Project Monitoring Plan"	<p>the document setting out how the Department will work with a Delivery Partner Organisation to develop project activity and project performance measures (including outputs and outcomes, associated baseline and update data and measurable project milestones as linked to the objectives of both UV and the project. The performance data to be collected by the Project Promoter should be specified in the Project Monitoring Plan.</p> <p>The Plan will also outline associated measurements and data sources, collection and input method. The Plan will incorporate the discipline of Outcomes Based Accountability (OBA), and set out the project performance measures, typically presented in a quadrant as depicted in Figure 1 below.</p>

**Figure 1: Performance measurement categories:**

	<i>Quantity</i>	<i>Quality</i>
<i>Effort</i>	How much did we do?	How well did we do it?
<i>Effect</i>	<p><b>Is anyone better off?</b></p> <p>Number who are better off      % who are better off</p>	

Project Plan" the document setting out how the Delivery Partner Organisation and project stakeholders will work together to develop project activity, including a detailed project expenditure plan, project milestones, a project resource plan and a Risk Register. "UV" the Urban Villages Programme.

## **STANDARD CONDITIONS OF GRANT**

### **1. INTRODUCTION**

- 1.1 The Letter of Offer is an offer to the Delivery Partner Organisation which on acceptance will constitute the legal basis for the commitment of the Department's Grant to a project. The Delivery Partner Organisation should read it carefully before accepting the Letter of Offer. It is a condition of Grant that all activities and expenditure relating to a project must be in accordance with the approved business case (copy attached at Annex 2) and the terms and conditions of the Letter of Offer.
- 1.2 Any project specific conditions for the payment of Grant will be set out in the Letter of Offer.
- 1.3 In order to be eligible to receive support under the Urban Villages Initiative, the Delivery Partner Organisation shall comply with the Letter of Offer which incorporates the standard conditions of grant set out in this document.
- 1.4 The Delivery Partner Organisation, in carrying out its duties under the Letter of Offer, shall comply with and implement the provisions of all applicable national laws and legal obligations in Northern Ireland. This includes the consideration of equality inputs and, if necessary, the completion of impact assessments and implementation of any mitigating actions; no aspect of the Project being funded shall be party political in intention, use or presentation.
- 1.5 The Delivery Partner Organisation, in carrying out its duties under the Letter of Offer, shall endeavour to follow the seven Principles for the Conduct of People in Public Life i.e. Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty and Leadership in order to ensure the highest standards of propriety are maintained.
- 1.6 The Delivery Partner Organisation, by accepting the Letter of Offer, indemnifies the Department against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of death, personal injury, disease transmission, loss of or damage to property arising out of or in any way connected with the performance or non-performance by the Delivery Partner Organisation of all or any activities associated with the Project and without prejudice to the generality of the foregoing the use, misuse, malfunction or failure of any plant, machinery or equipment approved for Grant under this Letter of Offer. The Department shall not be liable for any injury, damage or loss (of any kind) howsoever caused relating to a project except where such loss or damage is attributable to the negligence of the Department, its servants or agents.

## **2. URBAN VILLAGES CONDITIONS**

2.1 The financial assistance as detailed throughout this letter is awarded on the basis that the following conditions are adhered to:

- (a) Any surpluses generated as a result of each project will be used for community purposes;
- (b) A Post Project Evaluation on each project must be carried out as directed by the Department. This normally takes place within 12 months of project completion, but will be detailed in the Project Plan. Section A of the PPE should be completed shortly after the completion of construction, while Section B should be completed by someone independent of the project team, preferably someone with experience of the benefits that the project has delivered. The Delivery Partner Organisation will complete Section A of the Post Project Evaluation template, which covers the period up to the end of construction. The Project Promoter will provide the required information to enable the Delivery Partner Organisation to complete Section B of the PPE.

## **3 LEGISLATION AND EMPLOYMENT PROCEDURES**

- 3.1 The Delivery Partner Organisation shall comply with and implement the provisions of all applicable national laws and legal obligations in Northern Ireland including, but not limited to, anti-discrimination and health and safety provisions, in particular; the requirements of Section 75 of the Northern Ireland Act 1998, Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment (NI) Acts 1976 and 1989, the Disability Discrimination Act 1995 and all legislation amending, extending or replacing same.
- 3.2 Where Grant is used to employ new staff, either full or part time, the employer shall ensure that all such posts are publicly advertised, and shall attribute the source of funding to the Urban Villages Programme. In addition, all recruitment procedures shall be conducted in compliance with applicable national and local laws and legal obligations together with any applicable guidelines issued by the Equality Commission.
- 3.3 The Department reserves the right to have a representative on short listing and interview panels.
- 3.4 The Delivery Partner Organisation shall be solely responsible for the legal, contractual and financial consequences of all procedures and processes relating to staff recruitment and employment, and those which may arise from the termination of any employment related to a project. The Delivery Partner Organisation shall indemnify the Department in full against all such legal, contractual and financial consequences. The Organisation shall comply with the requirements of:

- the Sex Discrimination (Northern Ireland) Orders 1976 and 1988;



- the Disability Discrimination Act 1995;
- the Race Relations (Northern Ireland) Order 1997;
- the Fair Employment and Treatment (Northern Ireland) Order 1998;
- the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003;
- the Employment Equality (Age) Regulations (Northern Ireland) 2006;
- and any enactments amending, extending or replacing the same.

3.5 If any person who is a director or a trustee of, or who has a beneficial interest in, the Delivery Partner Organisation or a project funded under this Letter of Offer wishes to apply for a paid post relating to a project he/she shall first resign such position as director or trustee, or divest him/herself of such beneficial interest prior to taking up the paid post.

3.6 If any person is a director or a trustee of, or has a beneficial interest in, the Delivery Partner Organisation or a project funded under this Letter of Offer he/she shall not enter into any financial or other arrangement with the project to supply goods, facilities or services to the project for personal payment or gain.

3.7 If a person is employed to work on the project he/she (and any spouse, child, partner or anyone directly connected with him/her) shall not enter into any financial or other arrangement with the project to supply goods, facilities or services to the project for personal payment or gain.

#### **4. ELIGIBILITY PERIOD**

4.1 Grant for the Project shall be for the period stated in the Letter of Offer or as subsequently agreed by the Department and the Department shall have no obligation to provide funds for any other period.

4.2 As a condition of receiving Grant, the Delivery Partner Organisation shall adhere strictly to each project budget.

#### **5. RESPONSIBILITY AND OBLIGATIONS OF THE DELIVERY PARTNER ORGANISATION**

5.1 The Delivery Partner Organisation shall have overall development, management, administrative and financial responsibility for the delivery of each project.

5.2 For VAT purposes this status as Delivery Partner Organisation constitutes de facto ownership of the funding to deliver the programme subject to any legal

charges on assets provided to the Department as detailed in Paragraph 5.6, and subject to the responsibilities to deliver the project as detailed in this Letter of Offer.

- 5.3 This grant is awarded for the purpose of delivering the project in accordance with the Business Case which includes full details of the project, the extent of the Delivery Partner Organisation's responsibilities and the amount and source of all funding associated with each project.
- 5.4 Once the Offer of Grant is confirmed, by the acceptance of the Letter of Offer by the Delivery Partner Organisation, the Delivery Partner Organisation's authorised signatories shall sign all subsequent documents sent to the Department, including claims for payments of Grant, and these signatures shall be a warranty of the accuracy of information provided.
- 5.5 The day-to-day management and implementation of each project shall be the responsibility of the Delivery Partner Organisation who will appoint a contact person approved in writing by the Department to liaise with the Department on behalf of the Delivery Partner Organisation.
- 5.6 The responsibilities of the Delivery Partner Organisation shall include, but not be limited to, the following:
  - (a) It shall be responsible for ensuring the implementation of the project in its entirety, reporting formally to the Department on the progress of each stage of the project and will provide the Department with any data it considers necessary for monitoring a projects outputs and outcomes during each stage of the project;
  - (b) it shall satisfy the Department that the Project Promoter is properly constituted and that, where appropriate, any land or property is in the ownership of the Project Promoter before any funding is formally committed with either a freehold interest or leasehold interest of sufficient term. It will liaise with the Department, if requested, to agree if a legal charge/debenture should be registered in favour of the Department to enable the clawback of any amount that may need to be recouped by the Department in the future. This should be performed in accordance with the UV Programme's policy on securing charges on assets in favour of the Department over a certain threshold value, and on requiring security of tenure for leasehold properties. These thresholds are detailed in Table 1 below:

<b>Table 1: UV Minimum Lease Term and Charge on Assets</b>	<b>Minimum Tenure Requirement</b>	<b>Mortgage Charge Required or Other Form of Security Restriction</b>
<b>Public Sector Capital Contribution (£k)</b>		
£0 – £50k	10 years	No
£50k – £250k	25 Years	Yes

>£250k	50-99 years lease/freehold	Yes
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- (c) As well as having a lease of sufficient term, the grant funded leasehold or freehold property should also be retained by the grantee for a minimum control period of 25 years for assets with a cost of greater than or equal to £1 million. For assets with a cost of less than £1 million, the control period is set at a term of 10 years. This control period is defined as the economic life of the asset, and starts on the date of the Letter to Proceed issued by the Department.
- (d) Where an asset is owned by the Council Delivery Partner, or by another government department, no charges will be taken by the Department against the asset in this case. Instead, it will liaise with the Department to agree a Deed of Dedication to be registered in favour of the Department, in order to ensure that any grant funded asset is dedicated to the use intended by the Department for the minimum control period as defined in 5.6 (c).
- (e) For all other asset types the asset should be retained for a control period of at least two years after: (i) the date of last payment of grant; (ii) the achievement of the last of the targets specified in the project; or (iii) five years from date of acceptance of the Letter of Offer, whichever is the later.
- (f) it shall be responsible for administering the Grant with the aim of assisting the achievement of Departmental objectives and reporting formally to the Department on progress;
- (g) it shall ensure that the entire expenditure presented for the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between the Department, the Delivery Partner Organisation and the Project Promoter;  
it shall verify that the expenditure claimed is eligible for funding;
- (h) the delivery on the overall objectives of the project including procurement, budget spends, verification, publicity and delivering within agreed project plans;
- (i) the implementation of the entire development, construction and operational stages of the project within the agreed timeframe and the Project Budget.
- (j) regular visits to projects to monitor progress and ensure compliance with all aspects of the terms and conditions of Grant.

5.7 The Delivery Partner Organisation shall seek to ensure through an enforceable agreement that Project Promoter staff and board members attend and participate in such workshops, training sessions, meetings and media events as the Department may reasonably consider appropriate. As part of this condition, the Project Promoter shall be required to release the relevant staff

members to attend training sessions, workshops or meetings, subject to operational requirements.

- 5.8 A failure to attend meetings, or to submit the required documentation within the given deadlines, subject to operational requirements, may result in this offer of grant being withdrawn or the termination of Grant.
- 5.8 If at any time before each project has been satisfactorily completed the Delivery Partner Organisation contact person wishes to resign, retire or otherwise disassociate himself/herself from the project, he/she (or the Delivery Partner Organisation on his/her behalf) shall inform the Department in writing giving such notice as is reasonable in the circumstances and the Delivery Partner Organisation shall liaise with the Department to provide it with an assurance that a suitable replacement has been appointed.
- 5.9 The Delivery Partner Organisation shall ensure that any requests for information relating to a project in receipt of financial assistance are processed in accordance with the provisions of the relevant statute. This includes but may not be limited to: The Freedom of Information Act 2000, the Data Protection Act 1998, the Environmental Information Regulations 2004 and the General Data Processing Regulations 2018.
- 5.10 The Department shall be made aware of all such request for information as soon as possible after their receipt, but in advance of the issue of any reply.

## **6. EXPENDITURE PROFILE - PROJECT BUDGET**

- 6.1 The Grant for each project is up to the maximum amount stated in Annex 3 of the Letter of Offer.
- 6.2 The project budget, including the expenditure category for each project, must be strictly adhered to in accordance with the Breakdown of Grant Award in Annex 3. Pre-tender estimates must be robustly established. As stated in paragraph 2 (k) of the main agreement, contingency allowance for design risk factors has been included. UV branding is to be funded from this sum where required. No allowance has been included for optimism bias at this stage.
- 6.3 Grant is allocated on a financial year basis (1 April – 31 March). The Delivery Partner Organisation shall implement the Project in accordance with the financial year expenditure profile of the budgets as set out in the Project Plan as agreed with the Department.
- 6.4 Failure to adhere to the agreed financial year expenditure profile may result in a reduction in the amount of Grant that can be paid to a Delivery Partner Organisation. Monies profiled for expenditure in any one year but not spent in that year will not normally be carried over to the following year without prior approval in writing from the Department.

- 6.5 The Offer of Grant for each Project Promoter is up to the maximum amount detailed in the Letter of Offer. In the event that the Grant for each project up to the amount detailed in the Letter of Offer is not fully spent, the unspent balance will not be made available to the project.
- 6.6 The Delivery Partner Organisation shall repay to the Department any amount of Grant that the Department deems to be ineligible, and the Letter of Offer grant award for a project may be reduced accordingly.
- 6.7 A Revised Summary Letter of Offer will be issued when the tender has been completed and the Letter to Proceed has been issued.

## **7. PROJECT MANAGEMENT FEE**

- 7.1 The Delivery Partner Organisation should set out in detail the expenditure included in the Delivery Partner Organisation's management fee. This should be based on the staff resources required by the Delivery Partner Organisation to deliver the entire portfolio of projects over the lifetime of the UV Programme. Prior to its formal agreement in the Revised Summary Letter of Offer, the Delivery Partner Organisation should ensure that it maintains budgetary control over project management related costs. These should not exceed the amounts stated in Annex 3 at a project level. The Delivery Partner Organisation and the Department will negotiate an overall management fee based on the projects making up the Programme costs incurred early in the Programme will be taken into account when arriving at this fee.
- 7.2 The Department will pay the management fee monthly in accordance with the pre-agreed Programme Delivery Budget spreadsheet on receipt of YTD payslips for the team members and the P60s at the tax year end. The Department reserves the right to request further evidence of the Delivery Partner Organisation team members' work on the UV Programme, or to suspend payments if the Programme is not expected to deliver outcomes within the agreed time-frame, due to delays or other issues.
- 7.3 Incidental expenses and other delivery partner premises related overheads should not be charged, except in exceptional circumstances, and with the prior agreement of the Department.
- 7.4 The Delivery Partner Organisation is responsible for managing the pre-agreed management fees against budget, by project and in total, over the lifetime of the Programme. They should ensure that the Department is notified of all material cost escalations as soon as possible. The Department will only consider payments outside the pre-agreed budget in exceptional circumstances, which must be agreed with the Department in advance of the expenditure being incurred.

## **8. OTHER SOURCES OF FUNDING**

- 8.1 The Department's grant funding cannot result in over-financing of the project. Duplicate funding of a project's costs is not permitted. If other sources of funding have or may become available for any of the projects, the Delivery Partner Organisation shall immediately notify the Department in writing of this fact or possibility and the Department shall on written notice to the Delivery Partner Organisation be entitled to cease or suspend further payments of Grant, reduce the amount of Grant payable, or recoup all or any part of the Grant already paid.
- 8.2 If the Delivery Partner Organisation fails to notify the Department as required under condition 8.1 the Department on becoming aware that other sources of funding have or may become available for the Project, shall, on written notice to the Delivery Partner Organisation, be entitled to cease or suspend further payments of Grant, reduce the amount of Grant payable, or recoup all or any part of the amount of Grant already paid.
- 8.3 The Department, where it considers it appropriate, shall not make any payment of project costs and works shall not commence on a project until the Delivery Partner Organisation has ensured that a Memorandum of Understanding incorporating all of a project's funder(s) is properly executed.

## **9 CHANGES TO THE PROJECT**

- 9.1 The Grant shall be used only for the purposes of the project as defined in the Letter of Offer. Any significant proposed or anticipated changes to a project must be notified in writing by the Delivery Partner Organisation to the Department as soon as possible after they arise or are contemplated. This notification shall set out the reasons why the Delivery Partner Organisation believes a revised project should be funded by the UV Programme, and should demonstrate how the project can continue to offer added value and meet its intended objectives. The Department shall not be obliged to agree to any revision of a project, and any continuation of assistance will be subject to the written approval of the Department and, where the Department considers it necessary, the formal amendment of the Letter of Offer.
- 9.2 Claims submitted that differ significantly from the original approved business case, or agreed Project Plan for a project without prior notification and approval, may result in the full assistance given under the Letter of Offer being deemed invalid in which case the Department shall be entitled to recoup all or any part of the amount of Grant already paid that did not relate to the works outlined in the Business Case.
- 9.3 Examples of significant issues that must be notified and approved include:
- changes to the start or end date of a project;
  - changes to the content of a project from that set out in the original approved business case, e.g. changing the scope, delivery or aim;

- changes in sources(s) and the amounts of funding (note that condition 8 (Other Sources of Funding) also applies);
- changes to the estimated expenditure and/or revenue;
- changes to the profiling of budget requirements;
- claims for extra items of expenditure;
- changes to a project name or the name of the Delivery Partner Organisation;
- changes to the Constitution or Memorandum and Articles of Association of the Organisation;
- changes to the VAT position of a project;
- changes in key personnel employed or engaged on a project;
- changes to the corporate governance arrangements of a Delivery Partner Organisation ;
- concerns with regard to the management of public monies/funds.

The above list is not exhaustive and the Delivery Partner Organisation should contact the Department should any doubt exist as to the need to report proposed changes.

9.4 In the event of a change to a project such as those identified at 9.3 above, the Department reserves the right to take one or more of the following actions:

- to require that activity on all or part of a project should cease pending an investigation;
- to withhold any further payments of Grant until the outcome of the investigation is known;
- to recoup all or any part of the Grant which has not been expended for the purposes for which the grant was awarded (as outlined in the Business Case and Letter of Offer);
- to enforce security held to facilitate or effect repayment of Grant.

## **10 FINANCIAL ARRANGEMENTS**

### **10.1 GENERAL PRINCIPLES**

10.1.1 Grant will only be paid whenever satisfactory documentary evidence is provided to the Department that confirms that the claimed expenditure is eligible for

financial assistance, has actually been incurred and was necessary to support a project.

10.1.2 The Delivery Partner Organisation shall maintain a full audit trail and all necessary associated accounting records to enable full verification of expenditure. All expenditure must comply with public sector regulatory and legal requirements.

10.1.3 Claimed expenditure must not have been granted from other public funds, must not be recoverable from other bodies or organisations and any project receipts or income must be fully offset against expenditure before Grant becomes payable.

## **10.2 ELIGIBILITY OF EXPENDITURE**

10.2.1 Eligible expenditure must be based on real costs, represent value for money and be directly related to project activity.

10.2.2 Value for money should be a key driver irrespective of the approved project budget and the Delivery Partner Organisation is responsible for ensuring that value for money is achieved in all public expenditure.

## **10.3 PROCUREMENT REQUIREMENTS**

10.3.1 This condition covers any planned construction works, the purchase of items of equipment, supplies, and day to day running expenditure, as well as the fees for service of trainers, specialist advisors, consultants and other specialist suppliers. Public procurement requires that all such purchases must be open to fair competition from competent suppliers and that a record is maintained of how the decision to award any contract was reached. The requirement to comply with public procurement rules applies to all expenditure for which Grant is provided. The use of open competition inviting quotes or tenders is the only acceptable method of procurement that can demonstrate best value has been achieved in the use of public funds. Where the appropriate public procurement method is not followed, then the associated expenditure will not be eligible for Grant.

10.3.2 The Northern Ireland Public Procurement Policy (NIPPP) document sets out the procurement policies adopted by the Executive and the organisational structures that have been established to implement them. NIPPP guidance be accessed via the following link: <https://www.finance-ni.gov.uk/topics/procurement/public-procurement-policy-northern-ireland>

10.3.3 When reviewing claims for reimbursement involving the supply of goods and services to a project, the Department will require sight of the original documents including, where appropriate, copies of public advertisements, tender specification and selection criteria, tender submissions or quotations, record of the evaluation and scoring of bids, the decision to award the contract



and notice to unsuccessful bidders.

10.3.4 The Department has engaged the services of the DOF Central Procurement Directorate (CPD) to provide advice on public procurement legislative requirements and best practice approaches to supplies and services and to construction procurement. The Delivery Partner Organisation will be required to liaise with CPD client advisors who support the Department, to ensure that this advice is incorporated into any procurement of supplies and services and to construction works.

10.3.5 Delivery Partner Organisations shall be cognisant of the Government's desire to see 'social clauses' implemented in contracts and the Department will advise Delivery Partner Organisations of the Social Clauses that must be fulfilled and which should be included within tender documentation. Their inclusion is to support and encourage positive attitudes towards the fulfilment of the spirit of the social clauses, as far as is practical in a UV funded project. Social clause requirements must be agreed with the department in advance of any procurement process proceeding.

10.3.6 Goods and services purchased with UV Grant assistance must be procured on the basis of quotations as set out in the Guidance Note on Public Procurement 04/12 (as amended in May 2016). This guidance note is available via the following link: <https://www.finance-ni.gov.uk/publications/procurement-guidance-note-0412-procurement-control-limits-and-basis-contract-awards>

10.3.7 Procurement of items and services should follow the procurement principles and limits relating to construction works and services as set out in the guidance note.

#### **10.4 DISPOSAL OF ASSETS**

10.4.1 Equipment, goods and other assets (in this clause referred to as the "Asset(s)") purchased or constructed with Grant may only be used for the purposes described in each project business case (and any subsequent information provided).

10.4.2 Where required by the Department, where the Project Promoter owns the asset, the Delivery Partner Organisation shall include an enforceable agreement clause within the Project Agreement to require the Project Promoter to liaise with the Department (and its legal representatives) to arrange a legal charge over the funded assets in favour of the Department based on the threshold values set out in paragraph 5.6. The Delivery Partner Organisation shall ensure that the Project Agreement also contains a requirement that the Project Promoter shall not permit a legal charge to be executed over a funded asset in favour of any other body without the express prior approval of the Department. The purpose of such a charge is to protect public investment and in particular to ensure that Urban Villages Programme funds are used for the purpose for which the Grant was made.

- 10.4.3 An asset register must be maintained for all grant funded assets and assets must be managed in accordance with DoF guidance on Managing Public Money Northern Ireland (See link:<https://www.finance-ni.gov.uk/articles/managing-public-money-ni-mpmni>). All assets (property, equipment, machinery, furniture, fixtures and fittings) used by the Delivery partner in connection with the project should be maintained in good condition.
- 10.4.4 The Department shall be entitled to take possession of assets which have been purchased or constructed with Grant, or which are used, in breach of any of the terms of the Letter of Offer or of these Standard Conditions of Grant. Without limiting any of its rights under these Conditions the Delivery Partner Organisation and the Project Promoter agree that the Department or its agent shall be entitled to enter upon any land, building or premises owned, occupied or under the control of the Delivery Partner Organisation or the Project Promoter where such assets are located for the purpose of effecting repossession. These rights must be set out in an enforceable project agreement between the Delivery Partner Organisation and the Project Promoter.
- 10.4.5 The Delivery Partner Organisation, or the Project Promoter, as applicable, shall not during the economic life of the asset, dispose of any interest in any such assets wholly or partly purchased or constructed with any part of the Grant (other than an interest the disposal of which is permitted or contemplated under the provisions of the Letter of Offer), unless they shall have obtained the prior written approval of the Department.
- 10.4.6 Any over-payment of Grant shall be repaid by the Delivery Partner Organisation to the Department immediately on receipt of a written demand from the Department, or immediately upon the Delivery Partner Organisation becoming aware that the Grant has been over-paid, whichever first occurs.
- 10.4.7 If the Delivery Partner Organisation is in breach of its obligations under clause 10.4.6 or as detailed in the enforceable agreement it shall be liable to pay interest on the amount repayable at 50% of the combined rate of the Danske Bank base rate in force plus 2% per annum (Current base rate +2%) x 50% = interest rate. Interest shall accrue on a daily basis from the date of demand until payment.

## **10.5. PAYMENT OF GRANT**

- 10.5.1 The Department will normally make payments to the Delivery Partner Organisation, unless otherwise agreed. Such payments will be made on receipt of authorised requests to pay and will be subject to eligibility, audit, and other checks on all expenditure, activity and beneficiaries in accordance with the conditions set out in this contract. The name and sample signature of each Authorised Signatory should be submitted to the Department together with the acceptance of the Letter of Offer along with details of the Delivery Partner Organisation banking facilities.
- 10.5.2 Grant will normally be paid retrospectively, following submission of a payment claim form and satisfactory original receipts and associated supporting

documentation to the Department unless otherwise agreed. Each and every claim will be checked to ensure that claimed expenditure is in accordance with the Letter of Offer and approved Budget, complies with legal and procurement requirements, is eligible for Grant, and that the Delivery Partner Organisation confirms in a progress report that performance targets are on line for achievement of each project's objectives. It is essential that before making any expenditure commitment the Delivery Partner Organisation satisfies itself, that the planned expenditure will meet the requirements and conditions for Grant in all respects.

- 10.5.3 Only expenditure which is verified to the satisfaction of the Department will be authorised for reimbursement. Invoices must be retained by the Project Promoter for a period of seven years from the date of the grant claim. The Delivery Partner Organisation should ensure 100% vouching of the invoices making up the claim to ensure its accuracy. Vouching of capital claims will also be carried out by the Department in accordance with its Grants Procedural Manual.
- 10.5.4 Payment claim forms shall be submitted on an agreed time-frame tailored to each project schedule and commensurate with the overall Project Plan.
- 10.5.5 The Department shall be entitled to request the Delivery Partner Organisation to provide clarification or additional information before the payment claim form is verified.
- 10.5.6 The validation of payment claim forms and the contents of progress reports shall form the basis of the monitoring and assessment by the Department of a project's progress. In addition the Delivery Partner Organisation should provide any other monitoring and evaluation information as requested by the Department.
- 10.5.7 A progress report and payment claim form template will be made available to the Delivery Partner Organisation by the Department and all progress reports and payment claims submitted shall, so far as possible, be in accordance with the respective template which may be amended by the Department from time to time.
- 10.5.8 Subject to Departmental approval, funding may be released under a Letter of Offer where the business case has identified and agreed that the purchase of land or property is required. Funding may only be released where the value of any transaction has been agreed with Land and Property Services and the Department is satisfied that the transfer will proceed.
- 10.5.9 Subject to Departmental approval, funding may be released under a Letter of Offer where costs associated with professional fees need to be incurred to allow a project to proceed.
- 10.5.10 The Department may release funding to a Delivery Partner Organisation under a Letter of Offer for management costs associated with their role as Delivery Partner Organisation. The release of funding will be in accordance with the

Delivery Partner Organisation resource management plan agreed by the Department and on receipt of a duly certified claim identifying costs that have been properly incurred as detailed in Section 7.

10.5.11 Final payment may be withheld and paid in arrears to ensure no overpayment of grant.

10.5.12 Grant shall not be payable in respect of VAT recoverable by the Delivery Partner Organisation that will receive the benefit of the financial assistance, who will remain liable for any VAT liabilities arising in respect of the project.

## **10.6 CASH FLOW FORECASTS**

10.6.1 During the life of a project the Delivery Partner Organisation shall submit to the Department an updated cash flow statement on a quarterly basis. A monthly forecast must be submitted for the current financial year and quarterly for subsequent years.

10.6.2 The Delivery Partner Organisation shall be required to provide an explanation to the satisfaction of the Department if actual claimed expenditure varies significantly from the previously submitted quarterly forecast. A failure to submit accurate cash flow forecasts may result in a reduction in the amount and timing of Grant that can be paid to a Delivery Partner Organisation.

10.6.3 The Delivery Partner Organisation shall provide the Department with an annual statement reconciling Grant received, and where appropriate, paid to a Project Promoter, duly authorised by an independent auditor, or as otherwise agreed between the Department and the Delivery Partner Organisation.

## **10.7 DEDICATED BANK ACCOUNT**

10.7.1 The Delivery Partner Organisation shall open and maintain a separate bank account or cost coded account for the receipt and disbursement of Grant and, shall ensure a clear audit trail; all monies received for the UV projects for which the Delivery Partner Organisation is responsible must be lodged in full to this bank account/cost coded account. This bank account/cost coded account shall be a non-interest bearing account and shall identify that it is a UV Programme funded project account. The Delivery Partner Organisation shall ensure that a monthly reconciliation of this account is carried out and ensure that there is a clear audit trail to each grant claim which is traceable by project.

10.7.2A Delivery Partner Organisation that is involved in the delivery of multiple projects may wish to utilise a financial system using cost centres rather than separate bank accounts. In such cases, the Delivery Partner Organisation may request permission from the Department to retain their this system for the purposes of managing the project(s), and subject to the Delivery Partner Organisation being able to satisfy the Department that systems guarantees a clear audit trail with regard to all aspects of each Project Promoter's finance,

the Department may (but shall not be obliged to) grant the permission sought. The Department may at any time revoke this permission by written notice to the Delivery Partner Organisation, and the Delivery Partner Organisation shall immediately take steps to comply with its obligation under clause 10.7.1.

## **10.8 INSURANCE**

10.8.1 The Delivery Partner Organisation shall have and maintain in place such policy (ies) of insurance as is (or are) necessary to cover all liabilities to the Department arising from its role as Delivery Partner Organisation and under each project, to the extent that such insurances are reasonably available on the insurance market. Such insurances shall include, where appropriate, Employers' Liability Insurance, Professional Indemnity/Directors and Officers/Fidelity Insurance, Buildings and Property Contents Insurance (to include IT equipment) and Public Liability Insurance.

10.8.2 The Delivery Partner Organisation shall, if required by the Department, produce for its inspection such documentary evidence of insurances.

10.8.3 Public procurement rules must be implemented in the award of all contracts for insurance.

10.8.4 The Delivery Partner Organisation is responsible for ensuring that the enforceable agreement between the Project Promoter and the Delivery Partner Organisation contains a requirement that the Project Promoter provides evidence to the Delivery Partner that it maintains sufficient and appropriate insurances to carry out its role in implementing the grant funded UV project.

## **11. PUBLICITY, BRANDING AND PROMOTION OF THE PROGRAMME**

11.1 The Department may publish details of the financial assistance referred to in this Letter of Offer at such times and in such manner as it may decide. The Department will publish information about all beneficiaries, including the total amount of Grant approved on the Department's website. The Delivery Partner Organisation shall provide any further information about each project requested by the Department and shall permit the publication of that and any other related information.

11.2 Acknowledgement of the financial contribution from the Urban Villages Initiative should be included in any brochures, leaflets, job/recruiting advertisements or any other publicity material produced by the Delivery Partner Organisation in connection with each project.

11.3 The Delivery Partner Organisation shall ensure that due prominence is given to the assistance received from the UV Programme on all materials produced and distributions relating to each project. A media pack will be issued separately. Prior written approval from the Department for the copy and use of the NI

Executive and Urban Villages logos can be obtained by email from [Jonathon.fulton@urbanvillagesni.org](mailto:Jonathon.fulton@urbanvillagesni.org).

- 11.4 The Delivery Partner Organisation shall consult the Department about any publicity or public associated announcements, including giving a minimum of two weeks advance notice of events/launches or announcements.

## **12. PROJECT CONTROL**

### **12.1 SITE VISITS**

- 12.1.1 The Department will visit all Delivery Partner Organisations at least once during the project's lifetime for an in depth meeting at the Delivery Partner Organisation's premises. The aim of such visits is to verify the management and control systems put in place and verify the delivery of each project's objectives.
- 12.1.2 The Delivery Partner Organisation shall ensure that all original project documentation, in particular those relating to each project audit trail, are made available.
- 12.1.3 The Department reserves the right to visit each Delivery Partner Organisation and Project Promoter, or any activity sponsored by a Delivery Partner Organisation or Project Promoter, after giving prior notice to the Delivery Partner Organisation. The Delivery Partner Organisation should ensure that the enforceable project agreement between themselves and the Project Promoter contains the right of site visits by the Delivery Partner Organisation without notice and the right of the Department to visit after giving notice to the Delivery Partner Organisation.
- 12.1.4 The Department and/or its authorised officers and agents, in relation to the Works and in so far as is reasonably required for the purposes of managing the project, shall have the right upon reasonable notice to:
- inspect the site and equipment used for the proposes of the Project;
  - interview all members of the Professional Team, the Sub-contractors, the ICT Consultant and the Building Contractor relating to the Works or to any other issues arising under this Agreement;
  - discuss all aspects of the Project with the Project Manager;
  - inspect the quality inspection records in relation to the Project;
  - inspect all financial and other relevant documents held by the Project Promoter or available to them relating to expenditure incurred in connection with the Project;
  - initiate independent reviews to assess the performance of the Project against stated performance standards.

### **12.2 VERIFICATION AND REVIEW**

- 12.2.1 Public funding regulations which govern grant awards require that all payments from public funds must be reviewed and independently audited on a regular basis. This is to ensure that payments have been applied for the purpose for which they were approved and that they comply with any legal and eligibility requirements.
- 12.2.2 An audit review will usually involve an onsite visit and the verification officer shall have right of access to all original documents and records and to view physical progress where appropriate. The Delivery Partner Organisation/Project Promoter shall ensure that project management staff is available to assist the audit officer in his/her work.
- 12.2.3 Any payment of Grant, which is subsequently deemed to be ineligible following a retrospective verification report, (including that it has not been used for a purpose outlined in the Business Case) shall be repaid by the Delivery Partner Organisation to the Department immediately on receipt of a written demand from the Department. Failure to comply with this demand may result in legal proceedings to recover Grant deemed ineligible.
- 12.2.4 Audits may be conducted by any one or more of the Department and the NIAO or any agent acting on their behalf (and in this sub clause these bodies or persons are referred to whether individually or collectively as 'the Auditor'). The Auditor shall be entitled at any time and without notice to gain access to any premises of the Delivery Partner Organisation or the Project Promoter (which should be contained in an enforceable agreement between the Delivery Partner Organisation and the Project Promoter). The Auditor shall be entitled to inspect, retain and make copies of the original and copies of all documents, files and all other records relating to the Project ('the Records'). The Delivery Partner Organisation shall take all steps necessary to ensure that the Records are supplied or made available to the Auditor without delay and this obligation shall include Records that are in the possession of any servant, agent or employee of the Delivery Partner Organisation. The Auditor's entitlement to inspect, retain and make copies of the Records, and the obligation of the Delivery Partner Organisation to supply or make available the Records shall extend to all Records however stored including hard or soft copy or any other electronic or digital form. The rights of the Auditor under this sub clause to inspect, retain and make copies of the Records shall not be restricted by the fact that the Records are intermixed with documents, files or records relating to a third party. By accepting the Letter of Offer of Grant, the Delivery Partner expressly grants the Auditor exercising rights under this sub clause permission to enter any premises, owned or occupied by it or under its control and under each enforceable project agreement shall procure the same rights for the Department in respect of any premises being used to deliver each project and whether owned, occupied or under the control of a Delivery Partner Organisation or any third party.
- 12.2.5 The purpose of these inspections shall be to establish that a Delivery Partner Organisation and/or a Project Promoter Organisation:
- i) are and remain eligible for UV Programme Grant;

- ii) accord with the description made in the project business case and business plan (and any subsequent information provided by the Delivery Partner Organisation or the Project Promoter );
- iii) received Grant in accordance with documented eligible expenditure;
- iv) are implemented with appropriate financial control; and
- v) accord with all terms and conditions of the Letter of Offer.

### **13 MONITORING AND EVALUATION**

- 13.1 Monitoring the Programme is a regulatory requirement to ensure an effective deployment of the UV Programme Grant. Monitoring at project level is crucial for delivering high quality results. The Department will regularly and systematically review outputs, results and impacts of all project activities.
- 13.2 In order to monitor the rate of implementation of a project and to assess its effects in relation to the objectives of the UV Programme of which it forms an integral part, it will be necessary for the Delivery Partner Organisation to complete a Construction OBA Report Card on a three monthly basis, or as otherwise agreed in the Construction OBA Report Card included in the approved Business Case. Monitoring reports should be returned to the Department within one month of quarter end, or as otherwise agreed.
- 13.3 Failure to deliver on project objectives as outlined in the Letter of Offer without good cause may result in a reduction of the amount of Grant that can be paid to a Delivery Partner Organisation.
- 13.4 It is the responsibility of the Delivery Partner Organisation to ensure that all necessary information is submitted in line with Departmental requirements.
- 13.5 The Delivery Partner Organisation should complete a Post Project Evaluation and share this with Department. This normally takes place within 12 months of project completion, but will be detailed in the Project Plan.
- 13.6 A Delivery Partner Organisation will supply the Department with every annual report and financial statements of account of the business of the Delivery Partner Organisation in which the financial assistance from the Department is identified, certified by an independent member of a recognised professional accountancy body, not later than six months after the end of the year to which the statement relates.

### **14 RETENTION OF DOCUMENTATION**

- 14.1 The Delivery Partner Organisation and, where appropriate, a Project Promoter Organisation, should ensure that all original vouchers, claims, invoices, receipts and supporting documents in respect of a project are retained until expressly instructed by the Department that disposal is acceptable. This is normally a



period of seven years from the date of the last grant payment. Copies and micro fiche are not acceptable data carriers.

- 14.2 Should the Delivery Partner Organisation or any Project Promoter identified in the Letter of Offer go into liquidation, receivership, administrative receivership, examinership, administration, propose a voluntary arrangement with its creditors, merge with another organisation, or decide not to continue with a project, the full documentation relating to the project must be returned to the Department. In no circumstances should any documentation be destroyed or otherwise disposed of without the prior written consent of the Department.

## **15. PROTECTION OF THE ENVIRONMENT AND SOCIAL CLAUSES**

- 15.1 In accepting this Letter of Offer, the Delivery Partner Organisation undertakes for itself and for any Delivery Partner Organisation to address all aspects of a project which have an impact on the environment and to use its best endeavours to adopt and implement an appropriate environmental policy. Costs associated with such matters will normally be managed through the professional fees element of individual project budgets. At the request of the Department the Delivery Partner Organisation shall provide to the Department its environmental policy for review and comment.
- 15.2 Social and environmental clauses in accordance with the relevant CPD guidance should be included in the tender specification as detailed in Section 10 where appropriate.

## **16. POLITICAL ACTIVITIES**

- 16.1 Grant under this Letter of Offer shall not be used for any purposes which are party political in intention, use or presentation. Party political activities include, but are not limited to: paid or unpaid advertisements in party political newspapers; use of a Delivery Partner Organisation's resources (including staff and offices) for election campaigns, including independent candidates; attendance at party conferences (unless such attendance is included as part of agreed activities in the Letter of Offer); use of project offices that are closely associated with the offices of a political party; project participation at public demonstrations or rallies of a political nature.

## **17. LIMITATIONS**

- 17.1 The payment of financial assistance under this Letter of Offer provides no guarantee that funding levels can be increased or maintained in subsequent years of any current or future funding arrangement.
- 17.2 Grant provided does not imply any further commitment to the Delivery Partner Organisation when the terms of the Letter of Offer have been completed.

## **18 ASSIGNMENT**

- 18.1 The Delivery Partner Organisation or Project Promoter shall not, without the prior written consent of the Department, assign to, or charge for the benefit of, any other person, body or organisation the right to receive Grant, or any equipment, goods and other assets purchased or constructed with Grant, or any other benefit or entitlement under the Letter of Offer.
- 18.2 The Delivery Partner Organisation or Project Promoter shall not, without the prior written consent of the Department transfer any of its obligations under the Letter of Offer.

## **19 FRAUD**

- 19.1 The Department is committed to the prevention of fraud and the promotion of an anti-fraud culture. The Department operates a zero-tolerance attitude to fraud and requires both staff and Delivery Partner Organisations to act honestly and with integrity at all times, and to report all reasonable suspicions of fraud. The Department will investigate all instances of actual, attempted and suspected fraud and will seek to recover funds and assets lost through fraud. The term "fraud" is commonly used to describe the use of deception to deprive, disadvantage or cause loss to another person or party. This can include theft, bribery, the misuse of funds or other resources or more complicated crimes such as false accounting and the supply of false information.
- 19.2 The Delivery Partner Organisation shall ensure this guidance is implemented through any operation funded through the Letter of Offer. Where there is any doubt as to the action required, the Department should be contacted immediately for advice.
- 19.3 If any information provided by or on behalf of the Delivery Partner Organisation or Project Promoter in connection with this Letter of Offer, including but not limited to, financial claims, quarterly reports, is found to be false or misleading or there has been a failure to disclose any material fact, which may have had a bearing on the Department's consideration of the project claim(s); the Delivery Partner Organisation or person acting on their behalf may be liable to prosecution. Furthermore a false declaration/statement will lead to the loss of future funding and a clawback of any previous grant paid.
- 19.4 In the event of the Department having reasonable suspicion of suspected fraud the Department reserve the right to suspend and/or terminate Grant unilaterally and commence legal proceedings to recover any Grant at risk.
- 19.5 The information provided by the Delivery Partner Organisation or Project Promoter may be made available to other Departments, Agencies or Public Bodies for the purposes of preventing or detecting crime.

## **20. IRREGULARITY MANAGEMENT AND REPORTING**

- 20.1 The Delivery Partner Organisation is responsible for the identification, recording, reporting and clearance of any irregularities identified within the operation of both the Delivery Partner Organisation and the Project Promoter.
- 20.2 Irregularities include any administrative or financial mismanagement that comes about either by act or by omission whether or not there is an actual loss of funds. Therefore, any material breach of the conditions of grant set out in the terms of a Letter of Offer should be treated as an irregularity.
- 20.3 If a post payment irregularity is identified it may result in a reduction in the amount of Grant awarded in the Letter of Offer.
- 20.4 If a Delivery Partner Organisation has any concerns in relation to the possibility that a conflict of interest has or could arise in any area of work associated with the Urban Villages programme, then, where such matters cannot be managed by the relevant Delivery Partner Organisation, the matter should be immediately reported to the Urban Villages Programme Manager for direction and advice on how to proceed.

## **21 DEFAULT**

- 21.1 The Delivery Partner Organisation shall be in default of its obligations to the Department if it:
- is in breach of any of its obligations under this Letter Of Offer or these terms and conditions and, if capable of remedy, has failed to remedy such breach within 30 days of receipt of a letter from the Department specifying the breach and the action necessary to remedy such breach;
  - there is unsatisfactory progress towards completing the project without good cause;
  - fails to pay or repay to the Department any sum due by it whether under these terms and conditions or otherwise;
  - is in the opinion of the Department for any reason no longer able to implement the project;
  - is unable to pay its debts within the meaning of (in Northern Ireland) Article 103 of the Insolvency (NI) Order 1989;
  - is served with an Order, or an effective resolution is passed, for its winding-up or if a receiver, administrative receiver, examiner or administrator is appointed over it or all or any of its property;
  - ceases or threatens to cease carrying on its business or its interest in the Project;
  - in the opinion of the Department, any information given to the Department by or on behalf of the Delivery Partner Organisation in relation to a project

is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on the Department's consideration and management of the project;

- fraud or serious financial irregularity is discovered.

21.2 In any such event the Department may in its absolute discretion terminate the Grant unilaterally (with or without notice), withhold any or all of the Grant and/or require part or all the Grant already paid to be repaid (insofar as it has not been used for objectives outlined in the business case) or appoint a replacement Delivery Partner Organisation, in which event it shall have no obligation to make further payments of Grant to the Delivery Partner Organisation, and the Delivery Partner Organisation shall immediately on written demand by the Department repay to the Department the aggregate of all payments of Grant already received by the Delivery Partner Organisation (other than those already properly expended on a project), or such lesser amount as the Department at its discretion may determine).

21.3 The Department shall be entitled to interest on any part of the Grant that is repayable under condition 21.2 from the date thirty days after the date of the written demand until payment, at 50% of the combined rate of the Danske Bank base rate in force plus 2% per annum (Current base rate +2%) x 50% = interest rate. Interest shall accrue on a daily basis from the date of demand until payment.

21.4 Any failure, delay or omission by the Department to exercise any right or remedy to which it is entitled by virtue of this offer shall not be construed as a waiver of such right or remedy.

## **22. ADDITIONS/AMENDMENTS TO LETTER OF OFFER PACKAGE**

22.1 Over the course of a project the Department may wish to implement some changes and or additions to the Letter of Offer with the agreement of the Delivery Partner Organisation. The Delivery Partner Organisation will be informed by the Department in writing of any such changes or additions and shall give full effect to the same in the manner directed by the Department.

22.2 The Delivery Partner Organisation must immediately inform the Department in writing of any change in circumstances which will or may affect the ability of the Delivery Partner Organisation or the Project Promoter to carry out the project or fulfil their obligations under the contract (examples include: continuing viability of threats, proposed changes to the project; the potential failure to meet agreed outputs/targets; posts becoming vacant etc.).

## **23. GENERAL**

23.1 Except where this Letter of Offer expressly states or requires otherwise, this Letter of Offer shall be governed by the laws of Northern Ireland and shall be subject to the non-exclusive jurisdiction of the Courts of Northern Ireland.

- 23.2 It is not intended that any provision in this Letter of Offer shall create a partnership, joint venture, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity between any of the parties.
- 23.3 Any written notice to be given under this Letter of Offer shall be delivered by hand or sent by first class prepaid post addressed to the notice party at the address stated in the Letter of Offer and shall be deemed to have been received either when delivered if served by hand, or in the ordinary course of post, unless the contrary is proved.

**Annex 2**

**Project Business Case**  
(TRIM Ref: EO1/18/0131107)

  
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**ANNEX 3**

**Delivery Partner Organisation: Belfast City Council**  
**Project Promoter: Footprint Women's Centre**  
**Project Title: Footprint Women's Centre Enhancements**  
**Project Reference: CC08**

**Total Breakdown of Grant Award by Funder by Financial Year**

Eligible Expenditure Category	Total Grant Award (£)
<b>Capital</b>	<b>From: 24/07/18 To: 31/03/19</b>
Construction Costs	53,690
Professional fees	5,369
Preliminaries	8,053
Legal Fees	500
VAT	0
Design Contingency Allowance (to include UV branding)	5,369
Delivery Partner Management Fee	7,152
<b>TOTAL</b>	<b>80,133</b>

<b>Funding Package:</b>	
<b>TEO Urban Villages</b>	<b>80,133</b>
<b>Other Funder/Delivery Partner Contribution</b>	<b>Nil</b>
<b>TOTAL</b>	<b>80,133</b>

**Annex 4**

Annex 4 - Official Claim Form to be sent as a separate attachment on receipt of agreed spend profiles.



Annex 5

Bank Account and Authorised Signatories

Project Reference No	CC08
Delivery Partner Organisation	Belfast City Council
Project Title	Footprints Women's Centre Enhancements
Amount of Grant	£80,133
Period of Grant	24 July 2018 - 31 Mar 2019

Please complete Bank details below.

Name of Delivery Partner Organisation:

BELFAST CITY COUNCIL

Name of Account:

DISTRICT FUND

Bank Name:

BARCLAYS PLC

Bank Address:

17 CASTLE PLACE

BELFAST

BT1 1EL

Sort Code: 20-05-94 Account Number: 3098 6895

List of Authorised Signatories:

Name: GERRY MURAR

Signature: [Signature]

Name: SINEAD GRIMES

Signature: [Signature]

Name: THOMAS WALLACE

Signature: [Signature]

Signed by: [Signature]

(Chairperson/Chief Executive)

Witnessed by: [Signature]

Position: PROG. OFF. MANAGER

Name: GERRY MURAR

Name: SINEAD GRIMES

Date: 14/09/18

Date: 14/09/18


Annex 6

### ACCEPTANCE OF LETTER OF OFFER

**This form must be signed and dated and one copy of the Letter of Offer including Annexes returned to Philip Magee, Urban Villages Programme, Room E4.15, Castle Buildings, Belfast, BT4 3SR by 20 August 2018.**


The "Delivery Partner Organisation" referred to in this Letter of Offer of Grant dated **24 July 2018** hereby acknowledges that the project is dependent upon and could not proceed without the financial assistance being made by the Executive Office and hereby accepts the Offer of Grant on the terms and conditions set out in the Letter of Offer.

It agrees that the Inland Revenue can supply any information pertaining to the tax affairs of the Delivery Partner Organisation and/or the project to the Executive Office to assist with the audit of this financial assistance.

Signed:  Chairperson/Chief Executive

Name: GERRY MILLAR Date: 14/09/18

BLOCK CAPITALS

Signed:  Position in Delivery Partner Organisation: PRDG. D&F MANAGER

Name: SINEAD GRIMES Date: 14/09/18

BLOCK CAPITALS

## Annex 7

### OBA Report Cards

Monitoring and evaluation of the Project Targets should incorporate the discipline of Outcomes Based Accountability, and set out the **project performance measures**, typically presented in a quadrant as depicted in Figure 1 below.

**Figure 1: Performance measurement categories:**

	<i>Quantity</i>	<i>Quality</i>
<i>Effort</i>	How much did we do?	How well did we do it?
<i>Effect</i>	<p><b>Is anyone better off?</b></p> <p>Number who are better off      % who are better off</p>	

Insert the OBA Report Cards agreed with the Urban Villages Statistician into Annex 7 when finalised.

## Annex 8

## Required Documentation Prior To The Issue of The Letter To Proceed

Executive Office Pre-condition	Documentation Required
Monitoring and Evaluation Framework – OBA	<i>OBAs report card to be agreed with statisticians for the construction and post-construction elements of the project</i>
Project Initiation Document (PID)	PID <i>PID to be broadly based on template provided and will need to address all of the key project detail and controls</i>
Project Plan	Project Costs <i>Include total project cost/funding from all sources, confirmation of funding etc.</i>
	Design and implementation arrangements <i>Articulate design team and contractor procurement strategy, as agreed with CPD</i>
	Arrangements for completion of project <i>How will this be managed? Set out management roles and responsibilities.</i>
	Procurement arrangements <i>Articulate design team and contractor procurement strategy, as agreed with CPD</i>
	Management and monitoring arrangements <i>Delivery Partner Organisation/Project board structures</i>
	Gantt chart or equivalent
	Project Resource Plan
	Risk Register <i>This needs to be developed and will be a key agenda item at the funder's project board meetings</i>
	Project Expenditure Plan <i>Spend profile. While this may evolve through the design/procurement process, it is critical that accurate information is available to the Executive Office to ensure the correct level of funding is available at the right time</i>
	Project Targets <i>Including outputs and outcomes, associated baseline and update data and measurable project milestones. This will be discussed and agreed with the statisticians</i>
Tender documentation to be submitted for approval.	In line with CPD requirements. <i>Procurement documentation must be agreed with the Executive Office at key project decision points i.e. before procurement and appointment of design/technical support teams and before procurement and appointment of contractor</i>
The tender report and the recommendation for appointment of the Integrated Consultants Team and the Contractor to be submitted to the Department for approval prior to appointment.	In line and agreed with CPD requirements. <i>All tender evaluations must be agreed with the Executive Office before appointments may be made</i>

# UV TEMPLATE LETTER OF OFFER – CAPITAL PROJECTS DELIVERED BY A DELIVERY PARTNER

Evidence of other funding in place and Memorandum of Understanding (MOU).	Memorandum of Understanding between the Delivery Partner Organisation and any co-funders. <i>MOU or similar to be developed and agreed where appropriate</i>
Cashflow statement	Provide cash flow forecast to be agreed with the Executive Office and updated cash flow statement on a quarterly basis. A monthly forecast must be submitted for the current financial year and quarterly for subsequent years.
Evidence of land/property ownership.	Title documentation (copy of deed or lease with sufficient term to support investment or transfer agreement from owner) must be reviewed by the Executive Office/DSO and a view taken by the Executive Office on the need for the execution of a legal charge Confirmation that ownership or security of tenure is for the entirety of the land/building or part thereof.  Where support is an acquisition of land or buildings valuation must be dated within last 6 months from LPS or RICS qualified valuer.
Evidence of all statutory approvals necessary for a development to proceed.	Planning permission etc. may be in place but may be required as part of the design team work. This and building control etc. will be resolved through the design team work.
Copy of the applicant's governing Instrument (constitution, rules or Articles of Association)	Articles of Association etc to be reviewed to understand: if the group can undertake the project activity; confirm organisation operates on a not-for-profit basis; Confirm constitution does not permit it to share profits to members or shareholders; (If, in the reasonable opinion of the Programme, the organisation applying for funding is a de facto commercial organisation, whatever the legal make-up of the organisation, then the Programme shall not fund that organisation unless it is a social enterprise or a private sector entity involved any future vacancy and dereliction strand of the UV Programme. The decision of the Urban Villages Programme shall be final in this regard); who the directors are; director responsibilities; lists all of the entities under the applicants organisation's control; details is applicant organisation is under the control of another entity or person.
Copy of the minutes of the most recent AGM/EGM?	Minutes to be reviewed to ensure they comply with Article of Association rules, directors appointment, accounts presented etc.
Annual report for the previous two years.	
Up to date signed and dated list of Office Bearers.	This will need to be checked against AGM minutes or other relevant group information to ensure accuracy and consistency.
Role descriptions of the Management Committee.	This will need to be appropriately authorised through the group rules and may indicate who is authorised to undertake specific roles i.e. sign key group documents, claims etc.
Copy of the organisation's current three-year strategic plan (if applicable)?	
List of current committee members/trustees/directors indicating if they represent other organisations/groups or if they serve in an individual capacity.	This will need to be checked against AGM minutes to ensure consistency.
Copies of the organisation's equal opportunities, health and safety,	

UV TEMPLATE LETTER OF OFFER – CAPITAL PROJECTS DELIVERED BY A DELIVERY PARTNER

child protection policies and procedures.	
Copy of relevant insurance cover document(s) i.e. employer and public liabilities.	
Copy of the organisation's most recent audited accounts, and where available the audited accounts for the previous year. Financial records must be signed off as appropriate? (For audited accounts by the auditor and a nominated officer and for financial statements by 2 Office Bearers).	<i>This may be incorporated in the group's annual report</i>
Certified annual accounts to be received at the end of each year.	<i>Should be kept under review and raised annually</i>
Management Accounts dated within the last three months and signed as agreed by the Board of Directors or Management Committee.	
Copies of three months most recent bank statements.	<i>Six months for organisations without annual accounts.</i>
Proof of VAT Registration.	<i>This is more than checking or confirming VAT registration. A Groups accountants must confirm that it can recover (cannot) VAT for all project costs.</i>
The name and sample signature of each Authorised Signatory should be submitted to the Department together with the acceptance of the Letter of Offer along with details of the Delivery Partner Organisation banking facilities.	<i>This will be checked against other management statements etc. to ensure that those stated have the appropriate authority to act in the role.</i>
Any surplus generated as a result of a project will be used for community purposes.	<i>Clear indication in the Articles of the organisation that this is all they can do with surpluses and confirmation that this will be the case.</i>
Asset register to be maintained.	<i>An asset is defined as an item that will not be used up within 12 months and which is not intended not be sold before the end of its useful life. The inventory of all fixed assets (acquired, built or improved wholly or partly using the Department's Grant) should show the date of purchase, description of the asset, net price, location of the title deeds, serial or identification numbers, location of the asset, date of disposal and sale of proceeds net of VAT.</i>
Retention of insurance policies to cover liabilities/indemnities.	<i>After the initial check, this is a periodic check to ensure that everything is still current.</i>
Facilities/Property Maintenance plans	
Future Community Access Secured	<i>Ensure relevant partnership agreements in place with relevant stakeholders Community access/engagement or communication plan in place.</i>
Copy of funding agreements with partner funding organisations if applicable	<i>Including confirmation of partner support conditions; Additional economic appraisals, statutory approvals, contract documentation etc.</i>
Post completion of the capital works, quarterly progress reports will be provided to the Department within 30 calendar days after the	<i>Statisticians will agree monitoring matrix and this will be picked up through the project board structure</i>

UV TEMPLATE LETTER OF OFFER – CAPITAL PROJECTS DELIVERED BY A DELIVERY PARTNER

relevant quarter end and for a period of three years post completion of the capital works.	
Post Project Evaluation	<p>A Post Project Evaluation and share this with Department. This normally takes place within 12 months of project completion, but will be detailed in the Project Plan. Section A of the PPE should be completed on completion of construction, while Section B should be completed by someone independent of the project team, preferably someone with experience of the benefits that the project has brought.</p> <p>Purpose: The purpose of this post-project evaluation (PPE) is to:</p> <ul style="list-style-type: none"> <li>• evaluate the effectiveness of the project in realising the proposed benefits as outlined in the economic appraisal</li> <li>• compare planned costs and benefits with actual costs and benefits to allow an assessment of the project's overall value for money to be made</li> <li>• identify particular aspects of the project which have affected benefits either positively or negatively; recommendations for future projects can then be derived</li> <li>• reveal opportunities for increasing the project's yield of benefits, whether they were planned or became apparent during or after implementation, and to recommend the actions required to achieve their maximisation</li> </ul>
Prospective Tenants	<p>Where an EA has indicated that new accommodation is to be leased to group(s) post completion of the construction works then: Heads of Term Agreements should be executed before the appointment of a design team; and Agreements to Lease should be executed before the appointment of a contractor.</p>

**Annex 9**

**Conditions To Be Carried Forward To Letter to Proceed Stage**

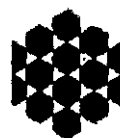
Refer to 'Items to Be Carried Forward' column of Due Diligence checklist.

Due Diligence Checklist – Included in Project Business Case (Annex 2)

PROPERTY & PROJECTS		
Post Approved		
24 AUG 2018		
Ref: 66		
RG	LK	MKC



Linsey Farrell  
 Urban Villages, Racial Equality & Communities  
 in Transition Division  
 The Executive Office  
 Block E | Castle Buildings | Stormont Estate | Belfast BT4 3SX  
 Email: Linsey.Farrell@executiveoffice-ni.gov.uk



The  
**Executive Office**  
 www.executiveoffice-ni.gov.uk

Delivery Partner Organisation (name and address)	FAO Director of Property and Projects Belfast City Council, Belfast City Hall, BT1 5GS
Project Title	Footprints Women's Centre
Capital Reference Number	C-C-08
Project Promoter (Grant Recipient Organisation) (name and address)	Footprints Women's Centre 84a Colinmill Poleglass Belfast BT17 0AP
Type of Project	Capital
Amount of Financial Assistance including Optimism Bias, including Design Contingency)	£99,737 + £3,748 OB = £103,485  (The OB amount should only be utilised with the prior written consent of the Department.)
Period of Financial Assistance	24 July 2018 to 31 March 2019
Government Funding Database Checked (Date)	<a href="https://govfundingpublic.nics.gov.uk/Home.aspx">https://govfundingpublic.nics.gov.uk/Home.aspx</a>

Date: 28 January 2019

Dear Director,

**URBAN VILLAGES: AMENDMENT TO LETTER OF OFFER OF CAPITAL GRANT  
 DATED 24<sup>TH</sup> JULY 2018**

**1. THE AMENDED OFFER**

The purpose of this letter is to amend the Letter of Offer dated 24<sup>th</sup> July 2018 from The Executive Office (TEO) ("the Department") to the Delivery Partner Organisation ("the Delivery Partner") in respect of the Project. The amendment confirms that the amount of funding has been increased from £80,133 to £103,485 and that an allowance of up to £3,748 for Optimum Bias has now been included in the amount of financial assistance being offered to the Delivery Partner. This sum may be used to cover any unexpected build costs deemed to be essential and necessary by the Department. This sum should only be utilised with the prior written consent of the Department. The Department's decision in this respect will be final.

The Letter of Offer shall also be amended as set out in Paragraph 2 below and the Schedule hereto.

Save as herein modified, the Letter of Offer shall continue in full force and shall henceforth operate as though the amendments herein made are incorporated into the original Letter of Offer. Approval is subject to your acceptance of all the conditions set out in this letter.

The Department will, subject to the standard conditions of grant detailed in the original Letter of Offer at Annex 1 (as amended) and the conditions contained in this Amended Offer, pay to the Delivery Partner Organisation financial assistance not exceeding the amounts indicated in the table below:

UV Ref:	Project Title	Delivery Partner	Expected Project Completion Date	Urban Villages Capital Grant (including Optimism Bias, including Design Contingency) £
C-C-08	Footprints Women's Centre	Belfast City Council	March 2019	£103,485*

\* Please note that 20% of this figure (excluding Optimism Bias) will not be released until the requirements of paragraphs 2 (m) and (n) below have been complied with by the Delivery Partner Organisation.

## 2. NEW CONDITIONS OF ASSISTANCE

The following provisions shall be inserted as new clauses in the Letter of Offer:

2(m) The Delivery Partner Organisation shall provide the following statement to the Department prior to the release of any financial assistance under the Letter of Offer (subject also to the provisions of paragraph 2(n) of this Amended Offer):

*"The Delivery Partner Organisation confirms, having carried out the necessary due diligence in respect of the governance arrangements of the Project*

*Promoter and their title to the grant funded property ('the Property'), that the Project Promoter is properly constituted with the power to hold and charge the Property. The Project Promoter has sufficient tenure in the Property (as required by Table 1: Security of Tenure and Charges on Assets table contained in the Schedule hereto) and, the title to the Property, having been examined by the Solicitor for the Delivery Partner Organisation, is appropriate and adequate for the purpose for which the grant funding is being paid and to the best of its knowledge, on reviewing the Title and the documents provided, knows of no impediments in the title or governance documents which would prevent use of the Property in accordance with the terms and conditions of grant funding, or, which would prevent completion of and registration of a Charge against the Property in favour of the Department in accordance with the terms of the Letter of Offer".*

The Delivery Partner Organisation shall, as part of the above statement, either confirm that there are no charges against the Property, or, if charges do exist, provide a list of existing charges to which the Property is subject (together with further details of same upon request) to the Departmental Solicitor's Office for consideration by the Department prior to the release of any financial assistance under the Letter of Offer. The Department will consider the information and confirm to the Delivery Partner Organisation if, in light of the existing charges on the Property, it is in a position to proceed with the offer of funding or whether it will withdraw the offer of funding on the basis that the Department's funding cannot be adequately secured due to the level of the existing charges to which the Property is subject.

2(n) The Delivery Partner Organisation will ensure that an obligation is included in the enforceable agreement between the Project Promoter and the Delivery Partner Organisation (a copy of which will be provided to the Department prior to the commencement of construction in connection with the Project) requiring the Project Promoter to enter into a Charge on the Property with the Department. The Delivery Partner Organisation acknowledges and agrees that it shall not receive the final 20% of the total project costs (excluding optimism bias), which are stated in Annex 3 of this Amended Offer and the table above until:

- (i) The four charges registered on title to the property have been removed from title;
- (ii) The Deed of Charge between the Department and the Project Promoter has been duly executed by both parties and the original signed version provided by the Delivery Partner Organisation to the Department via the Delivery Partner Organisation **AND:**
  - a) In the case of unregistered land, been registered at the Registry of Deeds by the Project Promoter's solicitor and returned to the Departmental Solicitor's Office via the Delivery Partner Organisation; **OR**
  - b) In the case of registered land, a copy of the Land Registry Acknowledgement Letter confirming receipt of the application for registration (made by the Project Promoter's Solicitor) of the

Charge has been received by the Project Promoter's solicitor and returned to the Departmental Solicitor's Office via the Delivery Partner Organisation.

**AND:**

- (iii) In addition to the above registration requirements, where the Project Promoter is a Company, the Delivery Partner Organisation will ensure that registration of the Charge at Companies House is completed by the Project Promoter's Solicitor and a Certificate of Registration of the Charge returned to the Departmental Solicitor's Office via the Delivery Partner Organisation.

For the avoidance of doubt, the Departmental Solicitor's Office (DSO) will provide the charge document for execution to the Delivery Partner Organisation for onward transmission to the Project Promoter's solicitor for signing. The Delivery Partner Organisation will ensure that the Project Promoter returns the executed Deed of Charge (in the form provided by DSO) to them for onward transmission to the Department by the Delivery Partner Organisation for execution by the Department. DSO will return the executed Charge to the Delivery Partner Organisation to forward to the Project Promoter to carry out the registration requirements as per paragraphs 2(n)(i) and 2(n)(ii) above.

**3. CONTRACT**

This Amended Offer is a legally binding document and shall be read in conjunction with the original Letter of Offer dated 24<sup>th</sup> July 2018 (as amended herein).

**4. ACCEPTANCE**

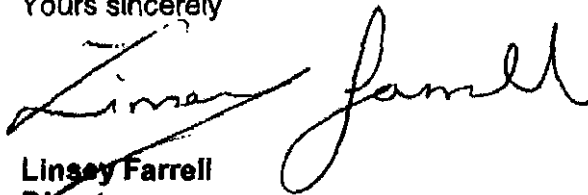
This Amended Offer is issued in duplicate. If the Delivery Partner Organisation is prepared to accept the offer set out in this Amended Offer on the terms and conditions stated it shall complete, date and sign the Form of Acceptance attached hereto and return it to the Department at the address stated above. The Amended Offer should be accepted within fourteen calendar days from the date of this letter. The Amended Offer shall only become binding when the Department has received at the correct address a properly signed and completed Form of Acceptance, and all other associated documents (if any). The Department will then issue a Letter to Proceed, at which point work can commence on-site.

Should you have any queries please contact Philip Magee:

Email – [philip.magee@executiveoffice-ni.gov.uk](mailto:philip.magee@executiveoffice-ni.gov.uk)  
Mobile – 078 8005 4353

The offer contained herein shall be deemed to have been withdrawn if it is not accepted by 11<sup>th</sup> February 2019.

Yours sincerely

A handwritten signature in cursive script, appearing to read "Linsey Farrell". The signature is written in dark ink and is positioned above the printed name and title.

**Linsey Farrell**  
**Director**

**Urban Villages, Racial Equality & Communities in Transition Division**  
**The Executive Office**

**SCHEDULE**  
**AMENDMENTS TO THE STANDARD CONDITIONS OF CAPITAL GRANT ANNEXED TO THE LETTER OF OFFER DATED 24 JULY 2018**

Clause 5.6(b) and 5.6(c) of the Standard Conditions of Capital Grant shall be deleted and substituted with the following wording:

5.6 (b) It shall satisfy the Department that the Project Promoter is properly constituted and that, where appropriate, any land or property is in the ownership of the Project Promoter before any funding is formally committed with either a freehold interest or leasehold interest of sufficient term. It will liaise with the Department, if requested, to agree if a legal charge/debenture should be registered in favour of the Department to enable the clawback of any amount that may need to be recouped by the Department in the future. This should be performed in accordance with the UV Programme's revised policy on securing charges on assets in favour of the Department over a certain threshold value, and on requiring security of tenure for leasehold properties. These thresholds, as well as the evidence of title are detailed in Table 1 below:

**Table 1: Security of Tenure & Charges on Assets Table**

Public Sector Capital Contribution £k	Minimum Tenure Requirement	Mortgage Charge or Deed of Dedication if council owned asset	Charge/ Deed of Dedication Duration	Minimum Control Period of Retention of the Asset in Current Use to be included in LOO
£0k-£50k	10 years lease/freehold	No	N/A	10 years
£50k-£250k	25 years lease/freehold	Yes	10 years	10 years
£250k-£1m	50 years lease/freehold	Yes	10 years	10 years
£1m+	50 years lease/freehold	Yes	25 years	25 years

5.6 (c) The Control Period is the period for which the grant funded property should be retained by the Project Promoter. The Control Period is defined as the economic life of the asset and starts on the date the Letter to Proceed is issued by the Department.

Clause 10.4.2 of the Standard Conditions of Capital Grant shall be deleted and substituted with the following wording:

Where required by the Department, the Delivery Partner Organisation shall in certain instances include an enforceable agreement clause within the Project Agreement to require the Project Promoter to liaise with the Department (and its legal representatives) to arrange a debenture / charge in favour of the Department in terms satisfactory to the Department over the funded assets, as security for all liabilities under the terms of the Letter of Offer based on the threshold values set out in paragraph 5.6(b). The Delivery Partner Organisation shall ensure that the Project Agreement also contains a requirement that the Project Promoter shall not permit a legal charge to be executed over a funded asset in favour of any other body without the express prior approval of the Department. The purpose of such a charge is to protect public investment and in particular to ensure that Urban Villages Programme funds are used for the purpose for which the Grant is made.

Annex 3 of the Letter of Offer dated 24 July 2018 shall be deleted and substituted with the following:

**ANNEX 3**

**Delivery Partner Organisation: Belfast City Council**  
**Project Promoter: Footprints Women's Centre**  
**Project Title: Footprints Women's Centre**  
**Project Reference: C-C-08**

**Revised Total Breakdown of Grant Award by Funder by Financial Year**

<b>Eligible Expenditure Category</b>	<b>Total Grant Award (£)</b>
<b>Capital</b>	<b>From: 24/07/18 To: 31/03/19</b>
Building Elements Cost	£74,962
Professional Fees	£7,283
Statutory Fees	£1,500
Design Development contingency incl branding	£7,496
VAT (if applicable)	-
Miscellaneous	
Legal Fees	£1,000
Management Fees	£7,496
<b>Total Capital Cost excluding OB</b>	<b>£99,737</b>
<b>Optimism Bias Amount from Business Case- Only to be Used With the Prior Written Consent of TEO</b>	<b>£3,748</b>
<b>Total Capital Cost including OB</b>	<b>£103,485</b>

<b>Funding Package:</b>	
<b>TEO Urban Villages (incl Optimism Bias amount of £3,748).</b>	<b>£103,485</b>
<b>Other Funder/Delivery Partner Contribution</b>	<b>Nil</b>
<b>TOTAL</b>	<b>£103,485</b>



Annex 7 of the Letter of Offer dated 24 July 2018 shall be deleted and substituted with the following:

**OBA Reportcards**

**ANNEX 7**



FOOTPRINTS  
OBA.docx

## ACCEPTANCE OF AMENDED OFFER

**This form must be signed and dated and one copy of the AMENDED Offer including Annexes returned to Philip Magee, Urban Villages Programme, Block 2, Knockview Buildings, Stormont Estate, Belfast, BT4 3SJ by 11 February 2019.**

The "Delivery Partner Organisation" referred to in this Amended Offer of Grant dated **28 January 2019** hereby acknowledges that the project is dependent upon and could not proceed without the financial assistance being made by the Department and hereby accepts the amended terms and conditions set out in the Amended Offer. It acknowledges that the terms and conditions set out in the original Letter of Offer dated 24 July 2018 continue to apply in full force save as otherwise amended in the Amended Offer.

It agrees that the Inland Revenue can supply any information pertaining to the tax affairs of the Delivery Partner Organisation and/or the project to the Department to assist with the audit of this financial assistance.

Signed:                      Chairperson/Chief Executive/Director

Name: S. NÉAO GRIMES Date: 31/01/19  
SINERO GRIMES  
 BLOCK CAPITALS

Signed: Mark McBride Position in Delivery Partner Organisation: HEAD OF FINANCE & PERFORMANCE, BCC

Name: MARK MCBRIDE Date: 1/02/19

## BLOCK CAPITALS