

Farming in Protected Landscapes

PERMISSION TO START, GRANT AGREEMENT, PAYMENT DETAILS

Agreement Date:	12/05/2023	For Office Use Only	
		Application Ref:	QH3039
Total amount of grant:	£2,890.26	Lead FIPL officer	Katie Read
		Decision maker	Senior Officer (Mark Baker)
		Entered onto Database	12/05/2023
		Signed copy returned	

Parties

Somerset Council on behalf of Quantock Hills AONB Partnership ('Us', 'We', 'Protected Landscape organisation')

and

Mr Greg Glendell on behalf of Kilve Parish Council ('You', 'Your', 'The Applicant')

The Protected Landscape Organisation have completed parts of the following sections relevant to them:

- Project Details
- Approved Purposes
- Claim Schedule
- Grant Agreement (sign and date)

You must complete the following sections:

- Partnership Funding
- Permissions and Consents
- Proof of Ownership or Tenancy
- Summary of any changes
- Grant Agreement (sign and date)
- Payment Details (complete, sign and date)

You must not start any work on your project until you have the Protected Landscape organisation's permission to do so.

When you have completed this form, please print the full document and sign and date both the Grant Agreement and the Payment Details sections.

To receive approval from your local Protected Landscape organisation (AONB or National Park body), please take either of the following options:

- attach a scanned version of the signed form and send by email to your local Protected Landscape organisation (AONB or National Park body) team (**preferred**)

Or

- send the original signed hard copy by post.

Your Protected Landscape body will aim to approve these documents quickly once your forms are received. They will then sign this form and return it to you, and you can start work.

Project Details

Project Title	Rowditch Lane to Kilve permissive bridleway	
Project Reference Number	QH3039	
Organisation/Recipient	Greg Glendell on behalf of Kilve Parish Council	
Agreement Offer Award Date	12/05/2023	
Agreement Offer Expiry Date	31/03/2025	
Have you any current or previous relationship, connection or employment with any staff and members of the Protected Landscape organisation? Do you currently or have you previously worked with or been employed by staff and members of any Protected Landscapes organisation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, please provide these details below:		

Partnership funding

Please provide here details of any partnership – *please attach proof of partnership and funding where this has not already been supplied.*

Please note that this section relates to partnership funding for the particular FiPL application and grant itself (rather than any other partnership funds received by the applicant for other purposes).

Source	Amount (£)	Evidence Attached? (Yes/No/Provided previously)
n/a		

Permissions and consents

Please provide here details of any permissions or consents required for your project – *please attach proof of permissions or consent where this has not already been supplied.*

Nature of permission / consent	Provided by	Date Received (R)	Date Anticipated (A)	Permission/consent Evidence (as attached / provided previously)
Planning permission – confirmation that PP not required	Sarah Wilsher, Somerset West and Taunton Planning Officer	26/01/2023		Via email (forwarded by applicant)

Nature of permission / consent	Provided by	Date Received (R)	Date Anticipated (A)	Permission/consent Evidence (as attached / provided previously)
Landowner consent and agreement	Nicholas Thorne, Cicely Dorey	13/07/2022		2x landowner agreements on file, received via email

Proof of Ownership or Tenancy

Please provide here details of any proof of ownership or tenancy – *please attach proof of ownership or tenancy where this has not already been supplied.*

Proof of ownership	Permission/consent Evidence (as attached / provided previously)
n/a	See landowner agreements on file

Summary of any changes

Please provide here details of any changes to your proposals since you applied – *these will need to be approved before you can start work*

Summary of changes (if any)
n/a

Approved Purposes and Claim Schedule

The table below sets out agreed costs for the project (“Approved Purposes”) and when you can claim for items and evidence you must provide to support your claim (“Claim Schedule”).

Items purchased and works carried out, as listed in the ‘Item’ column below, must match the specifications for those items given in your Application Template Annex A, including any supporting documentation you have provided and quotes.

Where a CS code is given below, you must also follow the requirements given in the relevant option document included in your agreement offer pack.

*for any items marked with an asterisk in the Item column (revenue/management options), you may claim half the amount at any point during the project year, and half in March of the project year.

Item #	Item Description – include quantity	Approved Purposes					Claim Schedule				Evidence that must be provided with claim
		FiPL Payment Basis – CS, FIF, Access, Actual Cost	FiPL Payment Rate Code – standard rate items only	FiPL Payment Rate Value (£) – standard rate items only	FiPL Intervention Rate (%) – actual cost items only	Total FiPL Grant Offered (£)	Amount to claim Year 1 (£) (before 31 st March 2022)	Amount to claim Year 2 (£) (1 st April 2022 – 31 st March 2023)	Amount to claim Year 3 (£) (1 st April 2023 – 31 st March 2024)	Amount to claim Year 4 (£) (1 st April 2024 – 31 st March 2025)	
1	Permissive bridleway	<i>Access rate</i>	HN4	£90.00		£712.80			£324.00	£388.80	Site visit, photos
2	Access base payment	<i>Access rate</i>	HN1	£350.00		£641.67			£291.67	£350.00	Site visit, photos, invoices
3	Bridle gate	<i>CS rate</i>	AC1		100%	£228.54			£228.54		Site visit, photos
4	Sheep netting	<i>CS rate</i>	FG2	£7.47		£1,307.25			£1,307.25		Site visit, photos
	Totals					£2,890.26			£2,151.46	£738.80	

GRANT AGREEMENT

Agreement between:

- 1.1 Somerset Council on behalf of Quantock Hills AONB *Partnership* ('Us', 'We', 'Protected Landscape organisation')
- 1.2 Mr Greg Glendell on behalf of Kilve Parish Council ('You', 'Your', 'The Applicant')

In relation to property and/or works described in the Approved Purposes

You agree:

- 2.1 To undertake the works described in the Approved Purposes, as developed to meet the scope and objectives of Your grant application, or to ensure their delivery;
- 2.2 That no other funding has been received for the activities specified in the Approved Purposes that would constitute double funding;
- 2.3 You have the authority to give permission for work to go ahead, and there are no other parties with interest in the site who have not given their permission for the work to proceed;
- 2.4 That you will secure all necessary permissions, licences, consents or approvals required prior to starting work;
- 2.5 To ensure that works are conducted in accordance with any agri-environment scheme or other conditions and prescriptions that the land may be subject to;
- 2.6 To take ownership of and liability for any assets once completed, as set out in the Approved Purposes;
- 2.7 To maintain and use the completed assets (and public access where this already exists) as part of the activities undertaken in the Approved Purposes:
 - For capital infrastructure assets (including, but not limited to, fences, gates, building conversion), these should be maintained for a period of 5 years from the date of completion. Should You sell land which includes these capital assets during the maintenance period then the responsibility for maintenance and use should be passed on to the new owner and the Protected Landscape organisation notified in writing.
 - For machinery assets (for example, a brush harvester for grassland restoration), these should be maintained for a period of 5 years from the date of purchase. Should You wish to sell the machinery asset during the maintenance period then You shall repay to the Protected Landscape within two months of such a request having been made a proportion of the payment made in accordance with the Repayment Scale (90% in year 1, 70% in year 2, 50% in year 3, 30% in year 4, 10% in year 5).
 - For maintenance of natural, cultural and access activities (for example, management of grassland, restored limekiln, concession right of way), the requirement to maintain work delivered as part of the activities undertaken in the Approved Purposes will cease no later than completion of the programme on 31 March 2025, or sooner upon termination of Your Grant Agreement.

- 2.8 In the event the land is sold, You will notify Us of the changes and advise the prospective owner of the conditions of the Grant Agreement. You must not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Protected Landscape organisation's prior approval;
- 2.9 To notify Us of any legal claims made or threatened against You which would materially and substantially adversely affect the delivery of the works or any matter that significantly delays or threatens the delivery of the works;
- 2.10 We may hold information relating to the land and grant in accordance with the Data Protection Act 2018, and release details about the grant award in case of any requests under the Freedom of Information Act 2000.
- 2.11 We may publicise in the press or any other medium details of the project, Your total programme grant funding awarded and short description of the Approved Purposes using any information gathered from Your initial grant application or any monitoring activities in accordance with paragraph 2.12. The Applicant consents to the Protected Landscape organisation carrying out any reasonable publicity about the grant and the Approved Purposes as required, from time to time;
- 2.12 You must provide Us with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Protected Landscape organisation may require, from time to time, for the purposes of discussing, monitoring and evaluating fulfilment of Your obligations under the Grant Agreement. In addition:
- You agree to work with the local Protected Landscape organisation to participate in a proportionate project evaluation and, if required, consent to sharing information gathered from Your initial grant application and project activities for a programme evaluation led by an external evaluator;
 - We may use photographs of the site for the purposes of monitoring, evidence and promotion of the project;
- 2.13 That where agreed works are conducted under Your direction, You will comply with the Health and Safety at Work etc Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety in relation to the delivery of the works;
- 2.14 That where agreed works are conducted under Your direction, You will ensure that any goods, works or services funded by the grant will be purchased and performed in compliance with all applicable law and good practice and in a workmanlike manner with good and sound materials in accordance with good design practice;
- 2.15 If You do not comply with any of the obligations in the Grant Agreement, the Protected Landscape organisation may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid, together with interest;
- 2.16 Where We require any part or all of the Grant to be repaid in accordance with paragraph 2.15 above, You shall repay this amount no later than 30 days of the date You received the demand for repayment. If You do not repay the Grant within 30 days of a demand from the Protected Landscape organisation for payment, the sum will be recoverable summarily as a civil debt;

2.17 The Protected Landscape organisation may exercise its rights set out in paragraph 2.15 if any of the following events occur:

- You use the grant funding for a purpose other than the funded activities or fail to comply with any of the other obligations of the Grant Agreement;
- You use the Grant for ineligible expenditure, defined as being outside of the activities outlined in the Approved Purposes;
- You do not, in the Protected Landscape organisation's opinion, make satisfactory progress with the funded activities and to meet to a material extent the agreed outcomes set out in the Approved Purposes;
- You are, in the opinion of the Protected Landscape organisation, delivering the funded activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- You obtain funding from a Third Party which, in the opinion of the Protected Landscape organisation, undertakes activities that are likely to bring the reputation of the funded activities or the Protected Landscape organisation into disrepute;
- You provide the Protected Landscape organisation with any materially misleading or inaccurate information and/or any of the information provided in Your grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which We consider to be significant;
- the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
- a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;
- the Protected Landscape organisation determines (acting reasonably) that You have done any of the following:
 - acted dishonestly or negligently at any time during the term of the Grant Agreement and to the detriment of the Protected Landscape organisation;
 - failed to declare double funding for the Approved Purposes;
 - taken any actions which unfairly bring or are likely to unfairly bring the Protected Landscape organisation's name or reputation and/or the Protected Landscape organisation into disrepute;
 - transferred, assigned or novated the grant to any Third Party without the Protected Landscape organisation's consent;
 - ceased to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that your business be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- become Insolvent as defined by section 123 of the Insolvency Act 1986, or are placed into receivership, administration or liquidation, or a petition has been presented for Your winding up, or You enter into any arrangement or composition for the benefit of its creditors, or You are unable to pay Your debts as they fall due, or You are declared bankrupt;
- incurred expenditure on activities that breach the Law.
- acted in breach of existing UK legislation relating to farmers and land managers.

2.18 You may not retain any unspent monies without the Protected Landscape organisation's prior written permission;

2.19 If at the end of the relevant Financial Year there are unspent monies, and You have not received prior written permission from the Protected Landscape organisation to do otherwise, You must repay such unspent monies to the Protected Landscape organisation no later than 30 days from the Protected Landscape organisation request for repayment.

Additional Local Context:

The Protected Landscape organisation will include any clauses that apply to You or its specific area, taking into account local context, in the box below. To note, any additional clauses must not contravene the rights of the Protected Landscape organisation outlined in Paragraph 2.15.

2.20 You will not make any changes to the activities and/or works described in the Approved Purposes without Our prior written agreement.

2.21 You shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any grant monies to which they relate. We shall have the right to review, at Our reasonable request, Your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

2.22 You shall permit any person authorised by Us such reasonable access to your premises, facilities and records, for the purpose of discussing, monitoring and evaluating Your fulfilment of the conditions of this Grant Agreement and shall, if so required, provide appropriate oral or written explanations to them.

2.23 You shall provide all necessary assistance and cooperation as reasonably requested by Us to enable Us to comply with Our obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2014 including but not limited to providing Us with a copy of all information requested in the request for information which is in Your possession or control in the form that We require within 5 working days (or such other period as We may reasonably specify) of Our request for such information.

2.24 Should You be subject to financial or other difficulties which are capable of having a material impact on Your effective delivery of the activities and/or works in the Approved Purposes or compliance with this Grant Agreement You will notify Us as soon as possible. 2.24 We accept no liability for any consequences, whether direct or indirect, that may come about from You carrying out the works and/or activities in the Approved Purposes, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold harmless Us, Our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of Your actions and/or omissions in relation to the works and/or activities in the Approved Purposes, the non-fulfilment of Your obligations under this Grant Agreement or Your obligations to third parties.

2.25 Subject to clause 2.24, Our liability under this Grant Agreement is limited to the amount of the Grant.

2.26 You warrant, undertake and agree that:

- (a) You have all necessary resources and expertise to deliver the works and/or activities in the Approved Purposes (assuming due receipt of the Grant);
- (b) You have not committed, nor shall commit, any offence under the Bribery Act 2010 or at common law;
- (c) You shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations;
- (d) You have and shall keep in place and comply with adequate procedures for dealing with any conflicts of interest;
- (e) You have and shall keep in place and comply with systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning You which has been disclosed to Us is to the best of Your knowledge and belief, true and accurate;
- (g) You are not aware of anything in Your own affairs, which You have not disclosed to Us which might reasonably have influenced Our decision to make the Grant.

2.27 You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by You, arising out of the Your carrying out of the activities and/or works in the Approved Purposes and/or the performance of the Grant Agreement, including death or personal injury, loss of or damage to property or any other loss.

2.28 Where You are not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Grant Agreement shall be jointly and severally liable for Your obligations and liabilities arising under this Grant Agreement.

We agree:

- 3.1 To fund the specified activities as described in the Approved Purposes up to the sum of **£2,890.26**;
- 3.2 To pay the agreed sum following submission of a grant claim form and a site visit by Us to confirm satisfactory completion of the activities and works tied to the Approved Purposes;
- 3.3 To seek confirmation that the activities and works are conducted in accordance with any agri-environment scheme or other conditions and prescriptions that the land may be subject to and are not double funded through such schemes;
- 3.4 That where agreed activities and works are conducted under the direction of the Protected Landscape organisation, We will comply with the Health and Safety at Work etc Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety in relation to the delivery of the activities and the works;
- 3.5 That where agreed activities and works are conducted under the direction of the Protected Landscape organisation, We will ensure that any goods, works or services funded by the grant will be purchased and performed in compliance with all applicable law and good practice and in a workmanlike manner with good and sound materials in accordance with good design practice;
- 3.6 That where We determine to exercise our rights set out under Paragraph 2.15, We will notify You to that effect in writing, setting out any relevant details of the failure to comply with the conditions of the Grant Agreement, and details of any action that We intend to take or have taken;
- 3.7 That with respect to the processing of Your personal data, We will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder). We will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019).

Your declaration:

Signed:

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Name:

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Date:

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Position held:

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Business Name:

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Our declaration:

Signed:

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Name:

.....

Date:

.....

Position held:

.....

PL Organisation Name:

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Payment Details

Please provide the following information.

The name provided under 'Account Name' must match the name on the bank statement, cheque or paying-in slip you are providing.

Please provide your name and signature or that of someone authorised to sign documents for your organisation. Once you print the Permission to Start form, this named individual is required to sign the hard copy form.

Bank/Building Society Name	
Branch Name and Address	
Account name	
Account number	
Sort Code	
Building society roll number	
VAT Registration Number (if applicable)	
Company Number (if applicable)	

Name:

.....

Signature:

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