

**GRANT AGREEMENT
PLACES OF CHANGE PROGRAMME
HOMES & COMMUNITIES AGENCY**

HOUSING ACT 1996: SECTION 27A

25th January 2010

Parties

- (1) **Homes and Communities Agency**, a body corporate under Section 1 of the Housing and Regeneration Act 2008, of 110 Buckingham Palace Road, London, SW1W 9SA (including any statutory successor) (the HCA); and
- (2) **Wiltshire County Council** whose registered office is at 26 Endless Street, Salisbury. SP1 1DR (the grant recipient)

Introduction

- (A) The HCA is empowered pursuant to the Transfer of Housing Corporation Functions (Modifications and Transitional Provisions) Order 2008 to exercise the functions of the Housing Corporation under Section 27A of the Housing Act 1996 to make grants available to facilitate the development and provision of affordable housing by bodies other than registered social landlords.
- (B) The Grant Recipient has submitted proposals to the HCA in respect of a scheme for Places of Change programme funding.
- (C) The HCA has selected the Grant Recipient to receive grant funding in respect of the Places of Change programme scheme referred to in this Grant Agreement.
- (D) The HCA has agreed to make grant available to the Grant Recipient for the purposes of the Project (as hereinafter defined) on the terms and conditions of this Grant Agreement in order to enable the provision of provision of social housing and services for homeless people under the terms of the Places of Change programme in accordance with local priorities.

Definitions:

Funding period – the current programme period, up to 31 March 2011;

Grant recipient – your organisation, which, having accepted this offer of grant, is responsible for receiving and accounting for the funds paid under it for the purposes of the approved projects and for ensuring compliance with all the terms and conditions of the grant;

Project – the Places of Change programme project for which the HCA has agreed funding in accordance with the terms of this grant agreement.

Amount and purpose of grant

1. The grant is for eligible expenditure in the funding period, up to a maximum of £1,222,016
2. The grant is provided for the purposes of the following approved project and may only be used to finance eligible expenditure.

Alabare Christian Care Centres □ Damascus House, Salisbury

3. In accordance with section 27A of the Housing Act 1996 the grant recipient undertakes:
 - (a) to use the grant made available to it for the purposes of the approved project; and
 - (b) to provide to the HCA such information as may reasonably be required as to the manner in which the assistance is being used.

Eligible expenditure

4. Eligible expenditure consists of expenditure lawfully incurred or to be incurred by the grant recipient or organisations in partnership with the grant recipient in the funding period for the purposes of the approved projects, up to the maximum amount of grant stated in paragraph 1, above. Eligible expenditure does not include contributions in kind and does not include the amounts described in paragraph 7.
5. For the purpose of defining the time of payments, a payment is made by the grant recipient when and only when, money passes out of the grant recipient's control. Money will be assumed to have passed out of the grant recipient's control at the moment when legal tender is passed to a supplier, when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.
6. The grant recipient must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so; and must not pay for eligible expenditure sooner than the due date for payment.
7. If the grant recipient incurs any of the following costs, they must be excluded from eligible expenditure:
 - a) activities of a political or exclusively religious nature
 - b) works or activities which any person has a statutory duty to undertake
 - c) expenditure financed from other central or local government sources or from European Community funds
 - d) overheads or administration costs apportioned or allocated at rates in excess of those usually charged by the grant recipient
 - e) depreciation, amortisation or impairment of fixed assets
 - f) input VAT recoverable by the grant recipient from H.M. Revenue & Customs

- g) interest payments or service charge payments for finance leases
- h) bad debts to a party related to officers, members and employees of the accountable body (see accounting standard FRS8 for the definition of a "party related");
- i) entertaining
- j) statutory or criminal fines or penalties
- k) payments made in advance of need.

Claiming grant

8. Grant will be paid for eligible expenditure. In order to draw down the grant the recipient must provide a request by email stating: "I can confirm that <grant recipient> now has a need for the <grant amount> allocated to <project> from the Places of Change programme". In addition, the recipient must also provide a breakdown of the eligible expenditure being claimed at that time.
9. Grant expenditure will be based upon an expenditure forecast to be agreed by the HCA with the grant recipient at the time of the grant offer being accepted.
10. **Claims and monitoring reports must be submitted in accordance with the timetable below.** Failure to do so may result in a loss of funding.

Period	Claim due by:	Monitoring reports due by:
1 st April 2009 – 31 st March 2010	1 st March 2010	Q1 – 7 th July 2009
		Q2 – 7 th October 2009
		Q3 – 11 th January 2010
		Q4 – 7 th April 2010
1 st April 2010 – 31 st March 2011	1 st March 2011	Q1 – 7 th July 2010
		Q2 – 7 th October 2010
		Q3 – 10 th January 2011
		Q4 – 7 th April 2011

Monitoring

11. The grant recipient must have effective systems to monitor the impact of the approved projects and the progress towards meeting the required outputs and outcomes.
12. The grant recipient must provide quarterly reports on progress to the Agency with the approved projects on the dates specified in the table in paragraph 10 of this agreement.
13. The grant recipient must co-operate with the HCA in conducting formal reviews of grant aided activity during the year. The dates will be set by the HCA and may require a more comprehensive report on progress as well as a meeting. The grant recipient must also provide such statistical and other information as may reasonably be required by the HCA to monitor effective use of the grant.
14. The Agency may require by notice in writing such further information as may reasonably be required as to the manner in which the grant is being used or for the purposes of

otherwise determining entitlement to grant. The grant recipient must submit such information within 21 days beginning with the date on which the notice is served.

Records to be kept

15. The grant recipient must keep a record of payments made for the purposes of the approved projects, all financial contributions made towards the approved projects, and any income generated by the approved projects, showing, in each case, the amount financed by funds provided under this grant.
16. All accounting records relating to the approved projects must be retained for a period of at least six years after the end of grant funding. Accounting records include accounts, deeds, writings and documents in paper, film and electronic form.
17. The grant recipient must make these available at any reasonable time for inspection by officials from the HCA or their representatives.

Fixed Assets

18. The grant recipient must keep a register of payments, financed wholly or partly with funds provided under this grant, to acquire or improve fixed assets (i.e. all land, buildings, plant, machinery and vehicles, furniture, and computer and office equipment) where the amount of each individual payment was £5,000 or more, net of recoverable VAT. The register must include: the date of acquisition or improvement; a description of the asset; the price paid net of recoverable VAT; the location of the asset; and where appropriate, the location of the title deeds; the serial or identification number; the sale proceeds; the date of disposal and disposal proceeds.
19. Prior notification must be given to the HCA's nominated contact if any fixed asset funded wholly or partly with funds provided under this grant is to be sold or ownership transferred to another person. If fixed assets are sold or transferred, the grant recipient must repay the proceeds or a proportion of the proceeds as assessed by the HCA to the HCA within 30 days of being asked by the HCA to do so.
20. The grant recipient must not allow a third party to take a charge on any fixed asset financed wholly or partly by funds provided under this grant, without written permission from the HCA.

Statement of Grant Usage

21. By the 30 September each year, the Grant Recipient must complete and submit to the HCA, a Statement of Grant Usage, giving details of all eligible expenditure and all sources of funding during the funding period. A Statement of Grant Usage is included as Schedule xx.
22. Manuscript alterations to the Statement of Grant Usage must be initialled by the original signatory. If negative figures are used in any of the documents to which this note refers, the figures must be written thus: "minus £x". Figures in brackets or in red will not be recognised as negative.
23. After receiving the Statement of Grant Usage, the HCA will pay any outstanding grant due for the funding period, subject to the terms and conditions of this agreement. Alternatively, if the Statement of Grant Usage identifies any overpayment of grant, the grant recipient must repay this amount within 30 days of being asked by the HCA to repay it.

Value for money and procurement requirements

24. The grant recipient must secure the best value for money in all purchases of goods and services made for the purposes of the Project. The grant recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and where the cost is £5,000 or more, it must, if practicable, obtain at least 3 written tenders. If required to do so by the HCA, it must produce documentary evidence of compliance with this condition.
25. If the grant recipient follows a single tender procedure, for example, where the value of a contract is very low or where there is only one supplier capable of providing the goods or services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate.
26. If applicable, the grant recipient must take all reasonable steps to ensure that it does not incur eligible expenditure without having complied with the requirements of the EC Procurement Directives. In relation to the supply of goods and services, these requirements are implemented by the Public Supply Contracts Regulations 2006 (SI2006/05) and are subject to thresholds specified by reference to the value of the transaction. These Regulations specify the procedures to be followed in relation to the award of public works contracts, public supply contracts and public services contracts by public bodies (called Contracting Authorities, as defined in the Regulations), and remedies for breaches of the Regulations. Although the Regulations apply primarily to public sector bodies, they may also apply to the procurement of goods and services by a private person where more than 50 per cent of the consideration is contributed by a public sector body.

Conflicts of interest and financial or other irregularities

27. Officers, members and employees of the grant recipient must be careful to avoid conflicts of interest. The grant recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the approved projects and to be excluded from any discussion or decision-making relating to the matter concerned.
28. If the grant recipient has any grounds for suspecting financial irregularity in any transaction associated with the approved projects, it must notify the HCA immediately, explain what steps are being taken to investigate the suspicion, and keep the HCA informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than those for which it was provided.

Accountable body

29. Where the grant recipient has submitted a scheme in partnership with other organisations, the grant recipient must act as the accountable body. The grant recipient must be responsible for ensuring that all the requirements in the grant agreement are complied with and, in particular, the establishment of effective appraisal, monitoring and financial systems to ensure regularity and propriety. Any grant that becomes repayable to the HCA as a result of non-compliance with any of the conditions set out in this grant agreement will be repayable by the grant recipient, regardless of the cause of the non-compliance.

Withholding, Suspending, Recovery, Repayment and Termination of Grant

30. The HCA may at any time on any of the grounds set out in paragraph 31 below suspend or withhold further payments of grant and whether before or after completion of the approved projects, reduce or withdraw grant support and may recover from the Grant Recipient any amount of the grant paid.
31. The grounds to which paragraph 30 applies are that:
 - a. The Grant Recipient fails to comply with any of the terms and conditions set out in this grant agreement;
 - b. The Grant Recipient fails to apply the grant for the purposes for which it was provided;
 - c. Any information provided to the HCA in connection with the grant prior to the date of this grant agreement, or in a claim for payment of grant, or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the HCA considers material;
 - d. The Grant Recipient ceases to operate or there is a significant change in the nature or focus of its operations;
 - e. The Grant Recipient is the subject of a proposal for a voluntary arrangement or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors or purports to do so; or if a receiver, administrator or liquidator is appointed; or (if the Grant Recipient is a company) is struck from the register at Companies House;
 - f. It appears to the HCA that the Grant Recipient no longer requires grant in order to carry out the approved projects;
 - g. Any financial irregularities are identified in connection with the approved projects;
 - h. Any other circumstances arise, or events occur, which are likely to affect the Grant Recipient's ability to carry out the approved projects to the satisfaction of the HCA.
32. Where the HCA requires the grant recipient to repay grant under paragraph 31 the Grant Recipient shall repay the amount concerned within 30 days of receiving the demand for repayment.
33. Where the HCA has required the grant recipient to repay any amount, the HCA may recover that amount by withholding, or deducting the amount from, any sum due to the grant recipient from the HCA under an offer of grant for any other project or activities under any scheme or programme administered by the HCA.

Compliance with UK statutes

34. The Grant Recipient must, for all activities for which this grant has been awarded, take all reasonable steps to ensure that it and anyone acting on its behalf comply with the law

for the time being in force in the United Kingdom. In particular (so far as binding on the grant recipient) the requirements of:

- the Health and Safety at Work Act 1974;
- the Data Protection Act 1998;
- the Human Rights Act 1998;
- the Sex Discrimination Act 1975;
- the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000;
- the Disability Discrimination Act 1995; and
- any Codes of Practice issued by the Commission for Racial Equality and the Equal Opportunities Commission in relation to the law relating to equal opportunities and good practices in employment.

Recognition of HCA funding

35. The Grant Recipient must ensure that any publicity relating to the scheme acknowledges the HCA's contribution. The Grant Recipient must comply with any guidance on publicity issued by the HCA. Publicity in the form of signs acknowledging the HCA's involvement must be provided at premises and other sites benefiting from the grant wherever this is practicable.

Acceptance of grant offer

36. If the Grant Recipient wishes to accept this offer of funding, please sign both copies of the funding agreement in the space indicated below and return one of the copies to the HCA.

Signed _____ for and on behalf of Wiltshire County Council

Date _____

Signed _____ for and on behalf of the Homes & Communities Agency

Date _____

Please return this signed agreement to:

Michael Wilson
Homes and Communities Agency, 7th Floor, Maple House,
149 Tottenham Court Road, London W1T 7BN

PLACES OF CHANGE PROGRAMME

Alabare Christian Care Centres Damascus House, Salisbury

PERFORMANCE MONITORING RETURN - 2009/10 EACH QUARTER	TO BE SENT	BY
Quarter 1 (1 April 2009 – 30 June 2009)	7 July 2009	<input checked="" type="checkbox"/>
Quarter 2 (1 July 2009 – 30 September 2009)	7 October 2009	<input type="checkbox"/>
Quarter 3 (1 October 2009 – 31 December 2009)	11 January 2010	<input type="checkbox"/>
Quarter 4 (1 January 2010 – 31 March 2010)	7 April 2010	<input type="checkbox"/>

The main Places of Change outcomes by which the project will be judged when evaluating its success are:

- *To increase the number of clients positively moving on to independent or more appropriate supported accommodation; and*
- *To increase the number of clients moving into education & employment*

Meeting the following outputs will help this to be achieved:

- *To involve residents in the development of services*
- *To increase access to primary and other health care services including therapeutic interventions tailored to address clients' health and well-being*
- *To reduce the number of exclusions and abandonments and to increase the number of planned moves*
- *To develop well-trained, motivated and supported staff*
- *To provide a quality physical environment*

A separate monitoring proforma and guidelines for its completion will be provided subsequent to the grant offer being accepted.

NOTE

1. Information provided in these monitoring reports may be shared with the relevant local authority and voluntary sector partners.
2. The grant recipient must also ensure that any publicity relating to the schemes (above) acknowledges the HCA's contribution. The grant recipient must comply with any guidance on publicity issued by the HCA. Publicity in the form of signs acknowledging the HCA's involvement must be provided at premises and other sites benefiting from the grant wherever this is practicable.

PLACES OF CHANGE PROGRAMME STATEMENT OF GRANT USAGE 2009-10

Alabare Christian Care Centres □ Damascus House, Salisbury

STATEMENT OF GRANT USAGE

Eligible expenditure

Please complete this table, on a cash paid basis, net of all recoverable VAT, to the nearest £1.
Ignore any contributions in kind.

Note: We would appreciate it if a breakdown of expenditure is also provided.

	Amounts forecast in the grant application	Actual amounts
Payments to acquire or improve fixed assets in the 2009/10 Financial Year		
Payments for other costs in the 2009/10 Financial Year		
Total		

To the Accounting Officer for the Homes & Communities Agency

I certify that to the best of my knowledge and belief the above table is a complete and accurate record of the eligible expenditure in the year 1 April 2009 to 31 March 2010, as defined in the funding agreement between the Grant Recipient and the HCA dated 25th January 2010.

Signed by the chief finance officer or equivalent

Signature

Name (BLOCK CAPITALS)

Date

Please return this form to the nominated contact in the Homes & Communities Agency, named at the end of the funding agreement.

