

**CONDITIONAL OFFER OF FUNDING FROM THE WEST OF ENGLAND COMBINED
AUTHORITY.**

PROJECT NAME: TEMPLE ISLAND ENABLING WORKS – FULL BUSINESS CASE

PROJECT REFERENCE: EDF W

THIS GRANT OFFER LETTER IS DATED 06 JULY 2021

PARTIES

- (1) **WEST OF ENGLAND COMBINED AUTHORITY (Accountable Body)**
- (2) **BRISTOL CITY COUNCIL (Grant Recipient – ‘You’)**

In this Grant Offer Letter:

- a. Reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the United Kingdom government.
- b. Reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Grant Offer Letter so numbered.
- c. A reference to this Grant Offer Letter (or any provision of it) or any other document shall be construed as a reference to this Grant Offer Letter, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.
- d. A reference to working day means a day (other than a Saturday, a Sunday or a public holiday in the United Kingdom) on which banks in the United Kingdom are ordinarily open.
- e. Reference to ‘including’ shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.
- f. Where the consent approval or agreement of the Accountable Body is required pursuant to the terms of this Grant Offer Letter, it shall not be construed as having been given unless provided in writing.
- g. The Schedules to the Grant Offer Letter and the Annexures included to these terms and conditions have the same force and effect as it expressly set out in the body of this Grant Offer Letter.
- h. The headings in this Grant Offer Letter will not affect its interpretation.
- i. At the absolute discretion of the Accountable Body any of the Schedules or Annexures annexed to this Grant Offer Letter may change from time to time

Definitions

In this Grant Offer Letter the following words and phrases will have the following meanings:

Accountable Body means the West of England Combined Authority and Local Enterprise Partnership. The terms Us, We and Our should be taken to mean the Accountable Body.

Accountable Officer means your Section 151 Officer in the position of Service Director, Finance, currently held by Denise Murray. WECA's Accountable Officer is our Director of Investment & Corporate Services (Section 73 Officer), the post currently held by Malcolm Coe.

Auditor's Report means the report in the form at Annex B.

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change means a change in the Project requiring the amendment of this Grant Offer Letter. Changes include:

- a) Increases in Grant.
- b) Changes to the Milestones, including the Expected Date of Achievement.
- c) Changes to the nature, scale and scope of the Outputs detailed in Annex
- d) Changes so as to make the detail of this letter describing the Project inaccurate. (For example a change to the nature of the activity requiring a reassessment against subsidy control legislation. Further examples are given in clause 11)

Claim and Statement of Use of Funds means the document in the form at Annex A.

Eligible Expenditure means cumulative expenditure against the Eligible Costs and meeting in full the requirements of this Grant Offer Letter on delivery of the Project as detailed in clause 2 and is defined as capital costs to deliver the Project. Eligible Expenditure includes that which can be defined as incurred under generally accepted accounting practices, but in time all Eligible Expenditure must be defrayed.

Eligible Costs means the types of costs as detailed in clause 2.1 against which Grant can be used and cumulatively making up Eligible Expenditure but shall not exceed £32,000,000. All eligible costs must be capital costs.

Expected Dates of Achievement means the anticipated date for the achievement of the milestones described herein, such dates to be realistic and based properly on the details and facts known to the Grant Recipient at the time of the issuance of this letter.

Financial year means the period between the 1 April of one year and up to the 31 March of the next calendar year.

Full Business Case means the document approved for funding by the West of England Combined Authority Committee on 06 July 2021.

Grant means the sum of £32,000,000 (Thirty-two million pounds only) to be paid to the Grant Recipient in accordance with this Grant Offer Letter.

Highlight Report and Change Request Form means the document attached at Annex C.

Match Funding means any funding from sources other than this Grant that are to be applied to Eligible Expenditure of the Project as set out in the Full Business Case.

Maximum Sum means the maximum sum of Grant that is made available under this Grant Offer Letter.

Milestones mean the key project delivery achievements detailed on clause 10.

Outputs means the Milestones.

Period of Support has the meaning given to it in clause 6.

Pre-Conditions means the pre-conditions to payment of any Grant as set out in Schedule 1 (Pre-conditions to Funding).

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of the Accountable Body any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Offer Letter or any other contract with the Accountable Body; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Grant Offer Letter or any other contract with the Accountable Body.
- (b) entering into this Grant Offer Letter or any other contract with the Accountable Body or where a commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Accountable Body; or
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Grant Offer Letter or any other contract with the Accountable Body; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Accountable Body.

Project means the scope of activities described in the Full Business Case and in this Grant Offer Letter for which funding is sought and summarised as Temple Island Enabling Works for Bristol City Council.

Project Start means when any action is taken to implement the project.

TCA means the EU-UK Trade and Cooperation Agreement.

Total Project Expenditure means the full capital sum expended on delivery of the project as assessed at practical completion or at the end of the Period of Support whichever period is shorter.

1. The Project.

1.1 In appraising the Project and determining the merits of providing the Grant for it, the WECA Committee and the Accountable Body have relied upon the Full Business Case approved for funding on 06 July 2021. The Grant is offered in support of delivery of the Project described in the Full Business Case.

1.2 This Grant Offer Letter is also based on the detail provided in the Full Business Case. Errors, omissions or any other inaccuracies in the Full Business Case that are apparent to the Grant Recipient should be notified to the Accountable Body before this Grant Offer Letter is accepted. Any such notifications shall be considered under clause 11. For the purposes of this clause, We reserve the right to refer the revised project back to the WECA Committee for reconsideration in accordance with clause 11.

1.3 No disclaimers or other statements that precludes the right of any person to rely upon the contents of the Full Business Case, or has similar effect, shall apply with respect to the Accountable Body or affect Our right to enforce any provision of this Grant Offer Letter.

2. Eligible Expenditure and Costs

2.1 All Eligible Expenditure must be against Eligible Costs as defined in the table below and be in accordance with the definition of Eligible Costs:

Cost Heading	Total projected eligible expenditure	Amount projected to be claimed
Site Remediation	£7,625,000	£7,625,000
Plot 12 access improvements	£1,200,000	£1,200,000
Utilities reinforcement and infrastructure	£5,040,420	£5,040,420
Structural Fill	£1,440,000	£1,440,000
Riverwall Repairs	£1,035,701	£1,035,701
Haul Road	£220,000	£220,000
Monitor – Fees	£3,651,205	£3,651,205
Inflation	£243,476	£243,476
Risk and Contingency	£11,544,198	£11,544,198
Total	£32,000,000	£32,000,000

3. Pre-conditions of the payment of Grant

3.1 Any pre-conditions of Grant are set out in Schedule 1. Subject to clause 3.2 the Accountable Body will not be required to pay any Grant to the Grant Recipient unless it is satisfied that the Pre-Conditions have been met.

3.2 The Accountable Body may, in its absolute discretion, and on such terms as it may specify, agree to pay any of the Grant to the Grant Recipient before the Pre-Conditions have been satisfied, but if We do so, this will not prejudice Our right to refuse to pay any further Grant until the Pre-Conditions are met or to exercise its right to require Economic Development Fund repayment of any Grant paid to You.

4. Subsidy Control

4.1 No liability is accepted, or warranty given by the Accountable Body in relation to this aspect and any recovery action required relating to it under clauses 14 will be met by the Grant Recipient in full.

5. Grant Payable

5.1 Subject to the full terms and conditions of this Grant Offer Letter:

6.1.1 The Maximum Sum of Grant available under this offer is £32,000,000 (Thirty-two million pounds only). The Accountable Body will not pay Grant to the Grant Recipient in excess of the Maximum Sum.

6.1.2 The total Grant payable to the Grant Recipient will be the lesser of the above figure or the Total Project Expenditure less the full Match Funding available for the project as set out in the Full Business Case and notified to the Accountable Body to meet the pre-conditions above.

6.1.3 The Accountable Body is not obligated to meet any claims for grant should there be insufficient funding available to it from relevant government allocations. This offer is made in good faith that sufficient funding will be received by Us to make full payment of Grant up to the Maximum Sum. We will notify the Grant Recipient in writing as soon as practicable if We become aware that We will not be able to meet claims up to the Maximum Sum.

5.2 This offer is made to the Grant Recipient only; the Accountable Body accepts no obligations or liabilities to any third parties. Grant will only be paid to You.

5.3 It is the responsibility of the Grant Recipient to ensure the compliance of this Grant Offer Letter with the conditions of any other funding that You receive. The Accountable Body accepts no liability for any loss or withdrawal of any other external funding to You as a result of Us making payments under this Grant Offer Letter.

6. Period of Support.

6.1 Unless otherwise agreed, Grant is available to meet Eligible Expenditure incurred in the financial year 2019/20 – 2023/24 only. Costs eligible to be claimed from 01 April 2019. The Accountable Body is not obligated to pay Grant for Eligible Expenditure incurred outside of this Period of Support.

7. Maximum value of Grant that will be paid in each financial year of the Period of Support.

7.1 The table below gives the maximum value of Grant that, unless otherwise agreed at the discretion of the Accountable Body, will be paid against Eligible Costs incurred in any defined financial year within the Period of Support:

Financial Year	Maximum value of Grant that will be paid
2019/2020	£412,000
2020/2021	£591,000
2021/2022	£5,471,000
2022/2023	£18,463,000
2023/2024	£7,063,000

8. Payments and How to claim funding

- 8.1 Payments will be made by the Accountable Body to the Grant Recipient quarterly (or any shorter period agreed by Us) and in arrears of Eligible Expenditure.
- 8.2 By the 30th July, 30th October, 30th of January and 30th April in any financial year in which Grant is to be claimed, the Grant Recipient's Accountable Officer should supply a Claim and Statement of Use of Funds (substantially in the form given at Annex A) to the Accountable Body.
- 8.3 Claims can be submitted electronically and must be received into the email address: claims@westofengland-ca.gov.uk. Where a claim is submitted electronically it must be clearly authorised by the Grant Recipients Accountable Officer.
- 8.4 Other than at the request of the Accountable Body, there is no obligation to submit a hard copy claim form. Hard copy claim forms should be submitted using the details given in Annex A.
- 8.5 Payments of funding will be made to the Grant Recipient by the Accountable Body within 30 days of receiving a fully completed and valid Claim and Statement of Use of Funds.
- 8.6 The Accountable Body may at its discretion withhold payment of claims until such time as the reporting requirements set out in clauses 15 of this Grant Offer Letter are met to Our satisfaction.
- 8.7 Payments will be made by BACS. The Grant Recipient will be required to ensure that all necessary documentation and processes to enable these payments to be made are completed. Such documents necessary will be provided by the Accountable Body.

9. Records and Audit

- 9.1 Unless otherwise agreed, the final Claim and Statement of Use of Funds in each financial year for which Grant is claimed should be accompanied by:

a. an Auditor's Report substantially in the form of Annex B

The Auditor's Report can be provided by a suitable internal audit team or external auditor including any independent auditor retained by the Grant Recipient; and

b. a summary of Total Project Expenditure by the Eligible Costs detailed in clauses 2.2 above, along with a reconciliation of how those costs have been met against the expected sources of funding presented in the Full Business Case.

- 9.2 The Grant Recipient undertakes to keep evidence by way of a schedule of works completed to date, expenditure supported by architects or contract administrator's certificates, receipts and such other evidence that the Accountable Officer and the Accountable Body may agree appropriate must be maintained by the Grant Recipient to substantiate their Claim and Statement of Use of Funds.
- 9.3 The Accountable Body retains the right to request submission of any evidence or access to (for it or its appointed auditors) evidence to enable a review or audit to be conducted at any point in time. We shall give the Grant Recipient notice of at least 15 working days should it require the submission of or access to audit this evidence.
- 9.4 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 9.5 The Grant Recipient shall comply and facilitate the Accountable Body's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Us.
- 9.6 The Grant Recipient shall on request provide the Accountable Body with such further information, explanations and documents as We may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Offer Letter.
- 9.7 The Grant Recipient shall permit any person authorised by the Accountable Body such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating Your fulfilment of the conditions of this Grant Offer Letter and shall, if so required, provide appropriate oral or written explanations from them.
- 9.8 The Grant Recipient shall permit any person authorised by the Accountable Body for the purpose to visit You once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, We consider that additional visits are necessary to monitor the Project, We shall be entitled to authorise any person to make such visits on its behalf.

10. Milestones

- 10.1 As set out in the Full Business Case, the Project has the following key milestones:

Number	Milestone	Expected Date of Achievement
1	Haul Road Design and specification agreed	Mar 2021
2	Riverwall Repairs Design and specification agreed	May 2021
3	Utilities reinforcement and infrastructure Design of works complete	Jul 2021
4	Riverwall Repairs Works procured	Jul 2021
5	Plot 12 access improvements Design of works complete	Aug 2021
6	Utilities reinforcement and infrastructure Works procured	Oct 2021

7	Site Remediation Remedial works implementation plan complete	Dec 2021
8	Site Remediation Planning application for remediation works submitted	Jan 2022
9	Site Remediation Procurement of remedial works package complete	Feb 2022
10	Plot 12 access improvements Works procured	Feb 2022
11	Structural Fill Design and specification agreed	Mar 2022
12	Structural Fill Works procured	Jun 2022
13	Riverwall Repairs Works completed / handover	Jun 2022
14	Structural Fill Works completed / handover	Aug 2022
15	Plot 12 access improvements Works completed/handover	Jan 2023
16	Utilities reinforcement and infrastructure Works completed / handover	Aug 2023
17	Site Remediation Remedial works completed/handover	Nov 2023

11. Changes to the Project

- 11.1 Changes to this Grant Offer Letter, including the sections on Grant Payable, Period of Support and Milestones, should be requested through the Change Request Form at Annex C. All Changes requested in this manner will be considered by the Accountable Body in accordance with its published governance processes.
- 11.2 The Accountable Body will only amend this letter in accordance with the decisions of the Joint Committee.
- 11.3 All other Changes to the project should be reported to the Accountable Body. Such Changes will include:
- i. A change sufficient to require a reassessment of the subsidy control position of the Project.
 - ii. A change in the focus of the Project, from a specific sector to another, or from a particular intended use to another.
 - iii. Any change in the scale of the project or to the location of the works.
 - iv. Any change in the legal status or identity of the Grant Recipient.
 - v. A change resulting in a 5% or more variance in the value of any of the defined Eligible Costs and the addition or deletion of any Eligible Costs.
- 11.4 The Grant Recipient is advised to speak to the Accountable Body to determine whether a change to the project requires amendment to this letter before implementing it.
- 11.5 No Changes to the terms of this Grant Offer Letter, including the sections on Milestones and Grant Payable are agreed or should be interpreted as having been agreed by the Accountable Body unless they are made in writing.

11.6 Changes to the Project and the terms of this Grant Offer Letter will be notified to the Grant Recipients Accountable Officer by means of a decision notice, issued as soon as practicable following the meeting of the WECA Committee at which the requested change received approval.

12. Expiration of this offer

12.1 If no Project Start has been achieved on the Project by March 2022 (the **First Expiry Date**) the availability of the Grant will automatically end, and the Accountable Body will have no obligation to make payments under this Grant Offer Letter.

12.2 Notwithstanding clause 12.1, if no Project Start has been achieved on the Project by the First Expiry Date, the Accountable Body reserves the right to agree an extended expiration date (the **Second Expiry Date**). In deciding on whether to agree a Second Expiry Date, We will take advice from the WECA Committee in accordance with its published governance processes.

12.3 The Accountable Body accepts no liability to make any payments against any costs incurred, eligible or otherwise, on Projects that do not proceed where the offer of the Grant is withdrawn in accordance with these clauses 12.

13. Withdrawal or amendment of offer due to under performance

13.1 The Grant Recipient shall report progress on delivery of the Project via the Highlight Report process described below.

13.2 If progress with delivery of the Project is not in accordance with the Milestones the Accountable Body may amend or withdraw this Grant Offer Letter.

13.3 Any such intended amendment or withdrawal under these clauses will be notified to and discussed with the Grant Recipient. The Grant Recipient will have the right to make representations to the WECA Committee in response to such notification.

13.4 If the Grant is withdrawn pursuant to these clauses the Grant will no longer be available to the Grant Recipient. Without prejudice to the Accountable Body's other rights and remedies, We may at Our discretion require repayment of all or part of any Grant paid at the time any withdrawal is made under these clauses.

14. Recovery and Withholding of grant.

14.1 The Accountable Body's intention is that the Grant will be paid to the Grant Recipient in full. However, without prejudice to Our other rights and remedies, We may at Our discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- i. The Grant Recipient uses the Grant for purposes other than those for which they have been awarded;
- ii. The delivery of the Project does not start within 3 months of the First Expiry Date and the Recipient has failed to provide the Accountable Body with a reasonable explanation for the delay;

- iii. The Accountable Body considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- iv. The Outputs once completed are not approved by the Accountable Body;
- v. The Grant Recipient is, in the reasonable opinion of the Accountable Body, delivering the Project in a negligent manner;
- vi. The Grant Recipient obtains duplicate funding from a third party for the Project;
- vii. The Grant Recipient obtains funding from a third party which, in the reasonable opinion of the Accountable Body, undertakes activities that are likely to bring the reputation of the Project or Us into disrepute;
- viii. The Grant Recipient provides the Accountable Body with any materially misleading or inaccurate information;
- ix. The Grant Recipient commits or committed a Prohibited Act;
- x. There is a change of control of the Grant Recipient;
- xi. Any provision of this Grant Offer Letter is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- xii. Any member of the governing body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Accountable Body, bring or are likely to bring Our name or reputation into disrepute;
- xiii. The Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- xiv. The Grant Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- xv. A decision by any UK Court or UK Tribunal or any determination as a result of arbitration proceedings under the TCA requiring any Grant paid to be recovered by reason of subsidy control legislation or where the Accountable Body is required to repay the Grant; or
- xvi. The Grant Recipient fails to comply with any of the terms and conditions set out in this Grant Offer Letter and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- xviii. The Grant Recipient disposes of any assets purchased with the benefit of grant within 5 years of the date of this letter.

- 14.2 The Accountable Body may vary or withhold any or all of the payments and/or require repayment of Grant already paid, together with interest from the date of payment, if We are required to do so as a result of a decision by any UK Court or UK Tribunal or determination as a result of arbitration proceedings under the TCA which requires any Grant paid to be recovered by reason of subsidy control legislation or where We are required to repay the Grant.
- 14.3 Wherever under the Grant Offer Letter any sum of money is recoverable from or payable by the Grant Recipient (including any sum that You are liable to pay to the Accountable Body in respect of any breach of the Grant Offer Letter), We may unilaterally deduct that sum from any sum then due, or which at any later time may become due to You under the Grant Offer Letter or under any other agreement or contract with Us.
- 14.4 The Grant Recipient shall make any payments due to the Accountable Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 14.5 Should the Grant Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Grant Offer Letter it will notify the Accountable Body as soon as possible so that, if possible, and without creating any legal obligation, We will have an opportunity to provide assistance in resolving the problem or to take action to protect Us and the Grant monies paid.

15. Monitoring of Delivery, Outputs and Evaluation

- 15.1 The Grant Recipient will provide to the Accountable Body the Highlight Report (in the form set out in Annex C) as and when requested by Us in order to meet Our cycle of relevant meetings. Such dates will be notified to You in a timely manner.
- 15.2 The Grant Recipient will provide to the Accountable Body the monitoring and evaluation information set out in the Project's Full Business Case and/or any separate agreed evaluation plan.
- 15.3 The Grant Recipient will participate in any other reasonable monitoring and evaluation that the Accountable Body is required to complete or that We deem necessary.

16. Media and Publicity

- 16.1 The Accountable Body is required to publish on its website details of the schemes that it has funded and to keep information on progress and delivery of those schemes up-to-date. The information provided to Us by the Grant Recipient will be used for these purposes.
- 16.2 It is a requirement that the West of England Combined Authority & Local Enterprise Partnership (LEP) and HM Government are properly recognised in all media and marketing activity relating to projects for which grants have been made.
- 16.3 The Grant Recipient shall not publish any material referring to the Project or the Accountable Body without Our prior written agreement. You shall acknowledge Our support in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by Us) shall include Our current name and logo (or any future name or logo adopted by Us) using the templates We provide.

16.4 For this grant You shall also:

16.4.1 Include in all published marketing materials (including digital but excluding social media) the combined WECA/LEP/HM Government logo that We will make available to You and the following wording:

“Funded by the West of England Combined Authority & Local Enterprise Partnership through the Economic Development Fund, administered by the West of England Combined Authority.”

16.4.2 Inform comms@westofengland-ca.gov.uk of any media activity/press releases, ideally giving two weeks’ notice of key announcements. Press releases will need to include this wording:

“Funded by the West of England Combined Authority & Local Enterprise Partnership through the Economic Development Fund, administered by the West of England Combined Authority.”

16.5 In using the Accountable Body’s name and logo, the Grant Recipient shall comply with all reasonable branding guidelines and will make a request via the WECA and LEP Office for up to date official logos for use in your publicity material.

16.6 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Accountable Body. These will include ensuring that Our branding is used on any site hoardings or display boards at the project site and the use of government branding and logos that We will make available to you for these purposes.

16.7 The Accountable Body may acknowledge the Grant Recipient's involvement in the Project as appropriate without prior notice.

16.8 The Grant Recipient shall comply with all reasonable requests from the Accountable Body to facilitate visits, provide reports, statistics, photographs and case studies that will assist Us in Our promotional activities relating to the Project.

16.9 You shall include @WoEnglandCA in any tweets.

17 Compliance

17.1 It remains the responsibility of the Grant Recipient to ensure that the subsidy control commitments under the TCA or such subsidy control regulations as are implemented in the UK from time to time are adhered to and that all necessary records and evidence are kept. Failure to comply with subsidy control commitments under the TCA or such subsidy control regulations as are implemented in the UK from time to time could result in recovery of some or all of any public funding paid to You.

17.2 The Grant Recipient shall (and shall procure that any staff involved in connection with the activities in connection with the Project shall) comply with any notification requirements under the General Data Protection Regulation (GDPR - Regulation (EU) 2016/679) and both parties to this Grant Offer Letter will duly observe all their obligations under the GDPR which arise in connection with the Grant Offer Letter.

- 17.3 The Grant Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.4 The Grant Recipient shall take all reasonable steps to secure the observance of clause 17.3 by all servants, employees or agents of Yours and all suppliers and sub-contractors engaged on the Project.
- 17.5 The Grant Recipient shall (and shall use its reasonable endeavours to procure that staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Project as if the Grant Recipient were a public body (as defined in the Human Rights Act 1998).
- 17.6 The Grant Recipient shall undertake, or refrain from undertaking, such acts as the Accountable Body requests so as to enable Us to comply with Our obligations under the Human Rights Act 1998.
- 17.7 The Grant Recipient warrants, undertakes and agrees that:
- i. it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
 - ii. it has not committed, nor shall it commit, any Prohibited Act;
 - iii. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Accountable Body immediately of any significant departure from such legislation, codes or recommendations;
 - iv. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - v. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - vi. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - vii. all financial and other information concerning the Recipient which has been disclosed to the Accountable Body is to the best of its knowledge and belief, true and accurate;
 - viii. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
 - ix. it is not aware of anything in its own affairs, which it has not disclosed to the Accountable Body or any of the Accountable Body's advisers, which might reasonably have influenced the decision of the Accountable Body to make the Grant on the terms contained in this Grant Offer Letter;
 - x. it will comply with the Equality Act 2010;

- xi. it will comply with all public procurement law; and
- xii. since the date of its last accounts there has been no material change in its financial position or prospects.

18 Confidentiality

- 18.1 Subject to the Freedom of Information clauses, each party shall during the term of this Grant Offer Letter and thereafter keep secret and confidential all intellectual property rights or know-how or other business, technical or commercial information disclosed to it as a result of the Grant Offer Letter and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Grant Offer Letter.
- 18.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any intellectual property rights, know-how or other business, technical or commercial information which:
- i. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Grant Offer Letter by the receiving party;
 - ii. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - iii. is at any time after the date of this Grant Offer Letter acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

19 Freedom of Information

- 19.1 As a public body we are subject to the Freedom of Information Act 2000. Any information being held by us is potentially disclosable under this Act, and all requests will be dealt with under legislative timescales.
- 19.2 A number of exemptions on disclosure of information are available under the FOI Act but many of these are subject to the public interest test. We will seek the view of the Grant Recipient or any related Third Party individual or organisation who may be affected by the disclosure of information by us to assess any harm that may arise to them were the information to be disclosed. In consultation with the Grant Recipient or Third Party, we will form a view as to whether the information should be disclosed.
- 19.3 All FOI responses produced by us can be appealed to the Information Commissioners Office (ICO) who may rule that the information should be disclosed.
- 19.4 The Grant Recipient or other related Third Party organisations who receive FOI requests where the information requested may harm our position should seek our views on whether any disclosure would harm our interests.

20 Limitation of Liability

20.1 The Accountable Body accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify and hold harmless Us and 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 Project or the non-fulfilment Your obligations this Grant Offer Letter or Your obligations to third parties.

20.2 The Accountable Body's liability under this Grant Offer Letter is limited to the payment of the Grant.

21 Assignment.

The Grant Recipient may not, without the prior written consent of the Accountable Body, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Offer Letter or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

22 Novation

With the consent of the Grant Recipient, the Accountable Body may novate its obligations, duties and rights under this Grant Offer Letter to another Local Government Authority or appropriate party.

23 Waiver

No failure or delay by either You or Us to exercise any right or remedy under this Grant Offer Letter shall be construed as a waiver of any other right or remedy.

24 Notices

All notices and other communications in relation to this Grant Offer Letter shall be in writing and shall be deemed to have been duly given if personally delivered, mailed or emailed to the Grant Recipient's Accountable Officer. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing. If emailed communications will be deemed given and received on the date that a read receipt message is received, or the date the message is sent supported by generally accepted records to support the date of sending.

25 Dispute Resolution

25.1 In the event of any complaint or dispute (which does not relate to the Accountable Body's right to withhold funds or terminate this Grant Offer Letter) arising between the parties to this Grant Offer Letter in relation to this Grant Offer Letter the matter should first be referred for resolution to the Chief Executive of the Accountable Body or any other individual nominated by Us.

25.2 In the absence of agreement under clause 25.1, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

26 No Partnership or Agency

This Grant Offer Letter shall not create any partnership or joint venture between the Accountable Body and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

27 Contracts (Rights Of Third Parties) Act 1999

This Grant Offer Letter does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

28 Governing Law

This Grant Offer Letter shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

29 Acceptance of offer

29.1 This offer of the Grant is valid until 17 December 2021. To accept the terms and conditions of this Grant Offer Letter the Grant Recipient should sign, date and return the Grant Offer Letter to the Accountable Body at the address below.

F.a.o. Director of Investment and Corporate Services, West of England Combined Authority, 3 Rivergate, Temple Way, Bristol BS1 6EW.

29.2 The Accountable Body can withdraw the offer of the Grant in full with no further obligation to comply with the terms of this Grant Offer Letter if We do not receive this Grant Offer Letter signed and dated Grant Recipient before the date detailed in clause 29.1.

Yours sincerely



.....

Malcolm Coe, Director of Investment and Corporate Services.

Authorised Signatory on behalf of the West of England Combined Authority

Acceptance:

I have read carefully this Grant Offer Letter, including its Schedules and Annexes, and accept the offer of funding on the conditions set out in it.

Signed: Date:

Print Name:

Position within applicant:

On behalf of: Bristol City Council

SCHEDULE 1- PRE-CONDITIONS FOR GRANT

- 1 The Grant Recipient having confirmed and provided evidence to the Accountable Body that the Grant Recipient has (and continues to have) sufficient funding including match funding (whether from its own resources or otherwise) to complete the Project.
- 2 The grant offer is conditional on approval of a Project change request at Joint Committee on 28th January 2022. No funding is eligible to be claimed until the change request is approved.

ANNEX A - Claim and Statement of Use of Funds

Claims and Statement of Use of Funds should be submitted by letter and substantially in the form below.
PLEASE MAKE SURE YOU ADD YOUR CORPORATE HEADER AND ANY OTHER PERTINENT INFORMATION
TO THE CLAIM AND STATEMENT OF USE OF FUNDS:

Applicants Accountable Officer Name and Address

Director of Investment and Corporate Services
West of England Combined Authority
3 Rivergate, Temple Way
BRISTOL
BS1 6EW

Dear

Ref: **ADD PROJECT NAME AND REFERENCE**

In accordance with the Grant Offer Letter for the above scheme dated **xx/xx/xxxx**, I provide below the detail required in order to claim funding.

The period of this claim is **from date to date**, the eligible costs being claimed were incurred between these dates.

Project Detail	Value
Total Project Cost (value of the project)	
Maximum Sum of Grant offered by WECA	
Value of all other funding for the Project Costs (<i>Match funding</i>)	

This Claim Period (exclusive to this claim)	
Project Expenditure incurred	
Value of all other funding applied to these Project costs (<i>Match funding</i>)	
Value of Grant claimed	

All Claim Periods (cumulative of all claims)	
Project Expenditure incurred	
Project Expenditure defrayed	
Total value of all other funding applied to meet these Project costs. (<i>Match funding</i>)	
Value of Grant claimed and paid to date	
Remaining value of Grant to be claimed	

I confirm that all the costs against which Grant is claimed are eligible and have been properly incurred and have been or will be defrayed and therefore claim the sum of **£xxxxx** to be released as Grant by the Accountable Body to *Grant Recipient Name*.

The Highlight Report for this Project was last updated on xx/xx/xxxx and submitted to You on xx/xx/xxxx. I confirm that the Highlight Report is correct and that the narrative and all projections for future spend and grant claim amounts contained therein are up-to-date and represent a reasonable and deliverable profile for this Project.

Yours sincerely

Accountable Officer

ANNEX B - Auditors Report

The Auditors report should be written on headed paper, dated and addressed to You and the Accountable Body. The report should be substantially in the following form but please add any other relevant detail or wording that is required to describe the audit process and its findings. The aim of the Audit is to ensure that the Grant Recipient has complied with the terms and conditions of this grant offer letter.

1. We have examined the enclosed Claims and Statement of Use of Funds from [the applicant] for the period from [date] to [date]. These claims have been prepared by and are the sole responsibility of the applicants Accountable Officer.

2. We have carried out a high level of assurance assignment by selecting a representative sample of expenditure items accounting for at least 10% of the grant funding claimed as reported in the Claim and Statement of Use of Funds submitted by the applicant for the previous year and performed the following tests:
 - a. [Name of Accountant] has selected a random sample of eligible expenditure incurred, as reported on the Claims, and traced them to invoices or other supporting documentation and evidence of payment to check that they have been properly incurred in accordance with the terms and conditions of the applicants Grant Offer Letter;

 - b. [Name of Accountant] confirms the arithmetical accuracy of the schedules relating to the Claims and agreed them to the appropriate supporting documentation. [Name of Accountant] has also checked whether the grant claimed by the applicant has been calculated in accordance with the terms and conditions of the Applicants Grant Offer Letter including that the Claims have been submitted in support of eligible expenditure.

 - c. [Name of Accountant] confirms that other sources of project funding excluding this offer of Local Growth Fund have been secured and incurred or defrayed by the applicant on the project as per their Claims.

 - d. [Name of Accountant] confirms the applicant has maintained adequate records to enable us to report on this claim and has made available all evidence that was used to prepare to Claims made in the period [date] to [date].

Statement of any errors and reservations/exceptions.

3. <These, if any, should be clearly stated here in bullet points.>

Based on the examination as above and subject to the possible financial effect of any reservations or qualifications set out in paragraph 3, [Name of Accountant] report that based on the findings, in [Name of Accountant's firm] opinion the Claims for grant payment meet the conditions of the applicants Grant Offer Letter dated [date].

Our report is prepared solely for the confidential use of the applicant and the West of England Combined Authority or any UK central government department and solely for the purpose of verifying the grant claimed.

It may not be relied upon by the applicant or the West of England Combined Authority or any UK central government department for any other purpose whatsoever. Our report must not be recited or referred to in whole or in part in any other published document without our written permission except where disclosure is required as a result of a statutory obligation. Our report must not be made available, copied or recited to any other party without our express written permission in every case except that the applicant or the West of England Combined Authority or any UK central government department may disclose the report where it has a statutory obligation to do so. Other than to the applicant and West of England Combined Authority or any UK central government department [Name of Accountant] do not have any duty to any other party to whom this report may be disclosed.

The engagement to report on the grant claim is separate from, and unrelated to, the audit of the annual financial statements of the applicant and that the report relates only to the matters specified and that it does not extend to the grant recipient's annual financial statements taken as a whole.

Name and signature of the reporting accountant.

Date of the report.

Name for enquiries

ANNEX C - Highlight Report and Change Request Form

SCHEME / PROJECT NAME :

KEY FORECAST OUTCOMES: *Net additional jobs (excluding construction jobs) and GVA derived directly from the intervention and time period over which these will be produced/ Other linked to Grant Offer Letter*

1. MILESTONE COMPLETION DATES	Baseline (Offer Letter)	Last Reported	Current
<i>Include 10 or so key milestones such as below including those from offer letter</i>	<i>mm/yy</i>		
<i>Outline Design and Programme Entry Approval</i>			
<i>Detailed Design</i>			
<i>Secure statutory powers/CPO/Planning Consent</i>			
<i>Full Business Case Approval/Offer letter signed</i>			
<i>Procurement</i>			
<i>Construction Start on Site</i>			
<i>Construction Practical/Substantial Completion</i>			
<i>Operational</i>			
<i>Revenue projects define as appropriate</i>			

2. KEY ACTIVITIES AND ISSUES THIS REPORTING PERIOD (mmm-mmm/yy)
Review tasks reported as planned last period

3. ACTIVITIES FOR THE NEXT REPORTING PERIOD (mmm- mmm/yy)

Activity	Forecast Completion Date

4. Top 3 Current Project Risks

Risk	RAG rating	Mitigation	Mitigated RAG rating

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5. SCHEME COST – TOTAL BUDGET £.....m *Split cost between funders below*

Eg EDF £5m

6. ELIGIBLE COST BREAKDOWN BY CATEGORY (£000s)

Cost heading*1	Current Total Forecast Expenditure	LGF, EDF, RIF or Revolving Infrastructure Fund				
		Current Forecast	Last Reported	Baseline	Variance (current to baseline)	% Change in Expenditure* (from current to baseline)
Total*2						

*1 Changes of 5% or more against any of the Eligible Cost Headings and the addition or deletion of cost headings should be explained in Section 8 of the Highlight Report.

*2 In addition, any changes in total expenditure not previously reported should be explained in section 8 of the Highlight Report. Changes beyond the thresholds stated in table of tolerances below should be raised via the 'Change request form'.

6a. SCHEME COST BY QUARTER 17/18 & 18/19 (£000s)

Scheme cost	15/16	16/17	17/18 Q1 (Apr-Jun)	17/18 Q2 (Jul-Sep)	17/18 Q3 (Oct-Dec)	17/18 Q4 (Jan-Mar)	17/18 Total	18/19 Q1 (Apr-Jun)	18/19 Q2 (Jul-Sep)	18/19 Q3 (Oct-Dec)	18/19 Q4 (Jan-Mar)	18/19 Total	19/20	20/21	Total
LGF or EDF (Current)							-					-			-
Private Match CAPITAL							-					-			-
Private Match REVENUE							-					-			-
Public Match CAPITAL							-					-			-
Public Match REVENUE							-					-			-
Match Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

EDF or LGF spend only															
Last Reported							-					-			-
Baseline							-					-			-
Variance (Current to Baseline)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Instructions: Double click on the table and edit in excel. Once edit completed, click in a blank area of the Word document to exit table.

NB: 'Total' rows and columns contain auto sum formulas.

NB: If layout of table becomes skewed, select table, right click, select 'Format Object', select 'Size' tab, click 'Reset' then 'Ok'

NB: Please do not create links from excel table that refer to other files.

7. GENERAL COMMENTARY ON SCHEME

8. CHANGES REQUESTED, REASON FOR CHANGE AND IMPACT

Please describe change here for:

- any changes in total cost (table 6)
- any change in cost category above 5% (table 6)
- any change in milestones (table 1) from last reported
- spend that needs to be re-profiled across financial years
- changes to scale, nature, focus, location and scope of the scheme
- changes in outputs and benefits of the scheme

For such changes that require approval by the LEP Board/SLB (see table of tolerances below) a change request form must be completed which will inform the Investment Board in making recommendations to the LEP Board/SLB.

9. Confirmation of subsidy control position

Please confirm:

- either that your subsidy control position as stated at OBC/FBC stage remains unchanged. If there are changes to the subsidy control position please complete section 8 above.
- or that you have not received more than £344,600 of aid in the last 3 years and that you have signed a declaration under TCA 3.2 (4)

10. COMMENTS FROM TECHNICAL ASSESSMENT / INDEPENDENT REVIEW

11. ACTION REQUIRED FROM ACCOUNTABLE BODY

Scheme Senior Responsible Owner:

Project Manager:

Guidance on Form Completion:

Milestones in Box 1 above can be amended to suit Project/Scheme. Once an offer letter has been issued milestones in the Highlight Report should mirror those included in the offer letter.

Rows can be added to tables but no other adjustments to format should be made

Page 1 (Items 1-5) of this report should be considered public and may be reported to the West of England Joint Committee or WECA Committee

Pages 1-6 to be reported to Investment Panel/Chief Executives

Items in italics for guidance only. Delete/amend to suit project.

Risk rating key:

Risk Rating		Probability		
		Low	Medium	High
Impact	Low	Green	Green	Amber
	Medium	Green	Amber	Red
	High	Amber	Red	Red

Reporting and seeking approval for changes

Category	Scale	Action
Cost	Cost increases.	Describe in Highlight Report and complete Change Request
Time	<i>Slippage of approved schemes less than 3 months which can be contained within financial years</i>	Describe in Highlight Report
	<i>Slippage of approved schemes over 3 months and /or those which spend need to be re-profiled across financial years</i>	Also Complete Change Request
Scope	<i>Up to 20% change in value of Quality as percentage of project value and/or 20% change in one or more metrics of Benefits and or material change to the scope of the scheme</i>	Describe in Highlight Report
	<i>Over 20% change up to a maximum of 30% change in value of Quality as percentage of project value and/or 30% change in one or more metrics of Benefits and or fundamental change to scope of scheme</i>	Also Complete Change Request

All changes will require approval from the West of England Joint Committee or WECA Committee

Baseline ‘Completion Milestone Dates’ in Section 1

Schemes are generally baselined at the point an OBC is approved and then again when an offer letter is put in place. Other re-baselining is actioned following Joint Committee/WECA Committee approval alongside a change request.

RAG rating of highlight reports:

For reporting to the Investment Panel/Chief Executives, a RAG rating is attributed to schemes based on the information provided in the quarterly Highlight Reports as follows:

Green	<i>No change, or change(s) reported which when compared to the position last reported fall below those considered necessary for a change request. For example, delays of less than 3 months to milestones which are not reported or considered to impact on completion; minor change(s) to cost categories or profile of match funding of up to 5%; small changes in outputs of up to 5% not impacting on outcomes. These changes are expected to have a minimal or no immediate effect on the project.</i>
Amber	<i>Change(s) reported fall below the level requiring the completion of a change request relating to cost/spend profile and milestones, compared to the position last reported. Reported change(s) will have material effect on the project and/or have potential to escalate to red rating and/or require significant resource(s)/mitigation action(s) to manage. For example, delays of up to 3 months to milestones which are reported or considered to impact on completion, moderate change to spend profile within year without slippage of expenditure into subsequent financial years; up to 20% change in one or more metrics of benefits and material change to the scope of the scheme. This includes cumulative impacts in terms of a number of smaller changes.</i>
Red	<i>Change reported above the level requiring a change request in relation to cost, spend profile and milestones, including re-profile of LGF/EDF/RIF spend across financial years; significant cost increases (over either 20% or £2m) and slippage in milestones with a delay of over 3 months to completion. This includes cumulative change impacts which in aggregate exceed the approval limits. Reported change will likely move the project back in terms of budget, spend or timeline, or will materially affect quality or scope.</i>

SCHEME / PROJECT NAME :

ORIGINATION DATE:

REFERENCE:

AUTHOR:

CHANGE CATEGORY:

Please select one or more, as appropriate, from list below: [Please do not amend the categories listed below]

This change request relates to:

- **Cost:** change request relating to eligible cost headings, total cost.
- **Spend profile:** change request relating to spend profile.
- **Time:** change request relating to delivery timeframe, including change in milestone dates.
- **Scope:** change request relating to scale, nature, focus and scope of scheme.
- **Quality:** change request relating to anticipated outputs and impacts/benefits.
- **Match:** change request relating to amount of match funding secured.
- **Other**

DESCRIPTION AND CAUSE OF CHANGE:

Please provide a detailed description of the change(s). Please explain the reasons necessitating the change(s) eg if there is delay to the achievement of a milestone why has this occurred.

CONSEQUENCE OF THE CHANGE (including overall cost, spend profile, milestones, scope, benefits):

Describe in detail the consequence(s) of the proposed change(s), particularly in relation to overall cost, spend profile, milestones, scope and benefits. Please clearly present the difference between the current and proposed position. See examples below, use as applicable.

	17/18 Eg LGF	18/19 Eg LGF	Total Eg LGF	Total Match Funding	Jobs/Benefits
Current					
Proposed					

Key milestones	baseline milestones (OBC/FBC)	Proposed change	Delay (by months)
HR reporting milestones	mm/yyyy	mm/yyyy	No. of months

More generally, consider impacts in relation to, for example, technical specification, strategic, end user/beneficiary, stakeholder, quality of deliverables, resources, etc.

Please provide any proposal(s) for mitigation of any adverse consequences.

Consider the potential benefits/dis-benefits of the proposed change.

..

ALTERNATIVE OPTIONS:

Please provide up to three alternatives that could be implemented instead of the proposed change. For each alternative, identify areas likely to be impacted by the change, and the potential benefits and adverse effects for each. State the reason(s) for rejection of each alternative option.

PROPOSED OPTION:

Describe the proposed option and justify why this proposed change(s) should be implemented.

Explain the impact if the proposed change is not implemented.

Consider any risks arising from the proposed change(s) and how will these be mitigated going forwards.

FUTURE MITIGATION AND LEARNING POINTS:

Describe future preventative actions and learning points that will be implemented to reduce the likelihood and/or impact of the proposed or other related change(s).

VIEWS OF ACCOUNTABLE BODY:

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