

Maintenance Challenge Fund - New Cut Bridges

West of England Combined Authority (Us, We, Our)

and

Bristol City Council (Grant Recipient, You, Your)

and sets out the terms and conditions on which Grant is made available.

Grant.

1. This Grant is offered in accordance with the terms of the City Region Sustainable Transport Settlement.
 - a. The Grant offered is capital grant.
 - b. The maximum sum of Grant available under this offer is £16,000,000 capital. We will not pay Grant in excess of this sum which will be paid in arrears.
 - c. The Grant must be used to deliver the MCC BCC New Cut Bridges scheme.
 - d. All eligible expenditure claimed under this offer must be incurred and defrayed before 31st March 2027.
 - e. Eligible expenditure is defined as that required to deliver the MCF BCC New Cut Bridges scheme. The costs must be appropriate, eligible and provide value for money.

How to Claim.

2. We will make payments to you quarterly and in arrears of Eligible Expenditure. By the 30th July, 30th October, 30th of January and 30th April in any financial year in which Grant is to be claimed, Your Accountable Officer should supply Us with a Claim and Statement of Use of Funds (substantially in the form given at Annex A).
3. 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 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.
4. 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.

Financial Year	Maximum value of Grant that will be paid
2022/23	£1,500,000
2023/24	£3,500,000
2024/25	£3,500,000
2025/26	£3,500,000
2026/27	£4,000,000

- a. The Claims should be submitted electronically to the email address claims@westofengland-ca.gov.uk
- b. Unless requested to do so You do not need to supply a paper form.
- c. We will use reasonable endeavours to ensure that you receive payment within 30 days of the receipt of a valid claim.

Reporting and Monitoring.

5. You will comply with the monitoring and evaluation requirements of the City Region Sustainable Transport Settlement. This will include the submission of a quarterly report in a format agreed by Us on progress with the project against the milestones set out below together with actual and forecast spend on a quarterly basis.

Milestone	Date of Achievement
Construction completion:	
Gaol Ferry Bridge	March 2022
Vauxhall Bridge	January 2025
Banana Bridge	July 2025
Bedminster Old Bridge	July 2025
Bedminster New Bridge	July 2026
Spark Evans Footbridge	March 2027
Detailed design and contract preparation completion:	
New Brislington Bridge/Netham Lock	May 2026
St Philips Causeway	May 2026

Media and Publicity.

6. Any Media or Publicity sought in relation to this grant by the recipient will require prior approval by Combined Authority.

Recovery and Withholding of grant.

7. Our 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 is not complete by 31st March 2027;
 - iii. We consider that the Recipient has not made satisfactory progress with the delivery of the Project;

- iv. The Grant Recipient is, in the reasonable opinion of Us, delivering the Project in a negligent manner;
 - v. The Grant Recipient obtains duplicate funding from a third party for the Project;
 - vi. The Grant Recipient obtains funding from a third party which, in the reasonable opinion of Us, undertakes activities that are likely to bring the reputation of the Project or the Combined Authority into disrepute;
 - vii. The Grant Recipient provides the Combined Authority with materially misleading or inaccurate information;
 - viii. The Grant Recipient commits or committed a Prohibited Act;
 - x. 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 unless an alternative wording can be agreed between the parties (acting reasonably) that render the letter not invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
 - xi. 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 Us, bring or are likely to bring Our name or reputation into disrepute;
 - xv. 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.
8. You shall make any payments due to Us without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

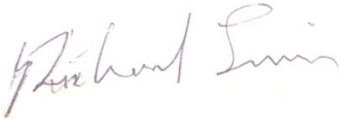
Compliance

9. 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.
10. The Grant Recipient shall comply with all relevant legislation of England & Wales to carry out this project.

Acceptance.

- A. To accept this offer of Grant on the terms and conditions set out in this Grant offer letter, please sign and date in the section below and return a copy to us by **Friday 16th December 2022**, retaining another for your records.

Signed on behalf of the Combined Authority:



Richard Ennis
Director of Investment and Corporate Services (Section 73 Officer)

Signed on behalf of Bristol City Council:

I have read this Grant offer letter and accept the offer of Grant on the terms and conditions set out.

.....
NAME:

POSITION:

DATE:

ANNEX A

Claim Letter to be made on *Your Corporate Headed Paper*

West of England Combined Authority
3 Rivergate
Temple Quay
Bristol
BS1 6ER

Your Ref:
Our Ref:
Date:

Dear Sirs,

Scheme Name & Reference No (Claim Period) Claim Letter.

Further to our Grant offer letter dated xx/xx/xxxx I submit this Claim letter in order to claim our Grant for the period (*Quarter month – to month*) and for the amount stated in the below table:

Grant Claim Amount	£xxxxx
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In claiming this Grant I confirm that all terms and conditions of the Grant have been and continue to be met.

Yours faithfully

NAME
Accountable Officer (*or other appropriate job title*).

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

