



Tenant Empowerment Grants
Grantiau Ymrymbau Tenantiaid

Tenant Empowerment Grants Schedule of Terms and Conditions



Llywodraeth Cynulliad Cymru
Welsh Assembly Government

1. This Schedule of Conditions sets out the terms and conditions under which the Chartered Institute of Housing Cymru (acting as agent for the National Assembly for Wales) offers to pay grant under the Tenant Empowerment Grant (TEG) Scheme to support tenants and residents who want to explore future options for the management and control of their homes and other services. Hereafter the Chartered Institute of Housing Cymru is referred to as “the CIH”.

Grant Offer and Purpose of Grant

2. The grant is subject to receipt of the applicant’s (henceforth known as “the grantee”) written acceptance of these Terms and Conditions and of any additional terms and conditions included in the grant offer letter. No grant payment will be made until written acceptance has been returned to the CIH. Failure to return written acceptance within 2 weeks could lead to the award being withdrawn. These terms and conditions apply only to the funds provided under this grant programme.
3. The grant shall be used only for the purposes approved in the CIH letter making the offer of grant aid. Where no such purposes are specified in that letter, the approved purposes shall be that declared by the grantee in its application for grant aid. The approved purpose may however be modified by agreement in writing between the CIH and the grantee.
4. Any misrepresentation, including concealment or withholding of relevant information, by the grantee in its application for grant aid may be treated as a failure to comply with these terms and conditions.
5. If the CIH serves notice on the grantee requiring it to do so, the grantee will, within the period of 21 days beginning with the date on which the notice is served, furnish a certificate giving such information as may be reasonably required by the notice in respect of the manner in which the grant money given to them is being used.
6. The guideline dates for submission of forms and reports are listed at the end of this Schedule of Terms and Conditions.

Grant Payment and Claims

7. The grantee is required to submit claim forms to the CIH according to the timetable at the end of this Schedule of Terms and Conditions. The claim forms must be properly and fully completed and should attach all the relevant documentation indicated on the form. A retention of 10% of the grant award will be held pending the submission of a certificate of final expenditure (see paragraphs 18 to 21 below).

Recovery of Grant

8. The CIH (**acting as agent for NAW**) reserves the right at any time to recover the grant, in whole or in part, to the extent that it is not used for the approved purposes or if the CIH considers that any other terms or conditions of the grant are not being fulfilled.
9. If the grantee is wound up or goes into liquidation, (including being subject to an administration order) receivership or bankruptcy or enters into any compromise or other arrangement of its debts with its creditors; or is likely, in the view of the CIH, to become unable to pay any of its debts then on the occurrence of any of those events, the CIH shall be entitled to recover forthwith from the grantee the grant paid and no further monies shall be due or payable by the CIH to the grantee or to anyone acting for or on its behalf or in its name and any references to the amount of grant paid or to be paid to the grantee shall be deemed to mean and to be limited to the amount of money actually paid to the grantee by the CIH at the time that any of the events referred to above occurs.
10. The grantee shall notify CIH as soon as it becomes apparent that an underspend of grant is likely to arise. Any underspend of grant must be repaid to CIH. If an underspend of grant has been caused by slippage in the work programme, the grantee may submit a claim for a continuation grant, together with a revised work programme and reasons for the slippage. If the application is accepted, a revised grant offer may be issued.)

Increases in Options Study Costs

11. The CIH may be prepared to consider applications for grant to cover increases in scheme costs, but only where consulted in advance and where there are convincing and compelling reasons for doing so. Unless included in the initial approval, the level of grant awarded will not be adjusted to take account of pay and price changes during the life of the approved project.

Performance and Penalties

12. Grant payments may be suspended where the grantee fails to submit all relevant documentation at the correct times and in the correct form, or where satisfactory progress has not been made on the agreed work programme.
13. During the course of the year, the grantee's performance will be appraised on the basis of its progress against: its agreed work programme; the project costs as set out in the budget and any other measures specified in the grant offer letter. Unsatisfactory performance may result in termination, suspension or re-assessment of grant.

Accounts

14. It is a condition of grant that the grantee be financially viable.
15. The grantee shall keep a record of expenditure funded partly or wholly by grant and a record of any income generated with the help of grant. Accounting records should be kept in sufficient detail to enable expenditure to be checked against the items set out in the grant offer letter.
16. The CIH expects grantees to maintain adequate financial controls e.g. ensuring segregation of duties, maintain proper books and records, bank accounts requiring two signatures and retention of supporting documentation for audit purposes.

Access

17. The grantee shall, without charge, permit any officer or officers of the CIH at any reasonable time to visit its premises and/or to inspect any of its activities and/or to examine and take copies of the grantee's books of account and such other documents or records as in such officers' view may relate in any way to the use of grant by the grantee. This condition is without prejudice and subject to any other statutory rights and powers exercisable by the National Assembly for Wales or any agent thereof. A right of access for the Auditor General for Wales is also reserved. Under the Government of Wales Act 1998, the Auditor General for Wales has the right to examine for economy, efficiency and effectiveness those activities for which grant is expressly provided.

Certificate of Final Expenditure

18. As soon as possible after 31 March, but in any event by 30 September following the year in which the Study was completed, the grantee shall complete an income and expenditure report for the Options Study, certified by the Finance Officer.
19. For grants of less than £10,000, the Finance Officer shall submit the certificate to the organisation's Internal Auditor or Finance Officer. A copy should be supplied to the CIH at the same time.
20. By 31 December of the year following that the year in which the Study was completed, the Grantee must submit two copies of its audited accounts and report, clearly indicating the amount of grant received and expenditure incurred with regard to the study for which grant was awarded.
21. For grants in excess of £10,000, the Finance Officer shall submit the certificate to the organisation's appointed auditor. A copy should be supplied to the CIH at the same time.

Auditor Certificate Requirements

22. The Grantee's External Auditor/Examiner shall:
 - when satisfied, provide a certificate confirming the sum claimed and stating that the grant was spent properly in accordance with the Terms and Conditions of the Study (or for the purpose intended); or
 - when satisfied that the conditions of grant have been complied with but that the sum claimed is incorrect, certify an amended figure; or
 - when not fully satisfied that the conditions of grant have been complied with or that there is doubt regarding the admissibility of the sums claimed, will certify the claim subject to an attached report.
23. The Accounts submitted should comprise:
 - A Statement of Financial Activities;
 - A separate summary of income and expenditure accounts in addition to the above;
 - A balance sheet;
 - A cashflow statement, as applicable; and
 - Notes to the accounts.
24. The auditor shall submit the completed certificate to the CIH as soon as possible after 31 March and no later than 31 December each year, together with two copies of its audited accounts and report, clearly indicating the amount of grant received and expenditure incurred with regard to the Study for which grant was awarded.
25. Should the auditor certificate reveal, in the opinion of the CIH, substantial variations between actual income and expenditure and the amounts forecast in the grant application for the year, the

CIH may vary, withhold, or recover grant payments in such proportions as it considers reasonable in the light of all relevant circumstances.

26. All accounts shall clearly identify all National Assembly for Wales grants, and any grants received from Government Departments, during that financial year. If the accounts do not isolate National Assembly for Wales funding the grantee should provide an income and expenditure account, certified by the finance officer, confirming the level of National Assembly for Wales funding and its expenditure.
27. The grantee shall provide the National Assembly for Wales with such other information as to its activities or proposed activities, and as to its use or proposed use of all or any part of Government grant aid, as the National Assembly for Wales may from time to time reasonably require. The National Assembly for Wales shall be entitled to use this and all information supplied to it by the grantee relating to the grant aid as it deems fit.
28. Such information shall, if so requested by the National Assembly for Wales, be certified in the same way as the copy accounts.

Insurance

29. The grantee shall take all reasonable steps to insure against any risks which may arise in connection with any property of the organisation or any activity undertaken by the organisation which is grant-aided in whole or part by the grant. This includes any loss or personal injury to grant aided staff undertaking those activities. The CIH reserves the right to require the grantee to submit for inspection any relevant documents relating to insurance policies. The CIH is not in any way liable for any contingency involving property or activities for which it has provided grant aid in whole or in part; responsibility for any such contingencies lies entirely with the grantee, who should be covered for all eventualities by satisfactory insurance policies.

Restrictions on the Liability of the National Assembly for Wales and the Chartered Institute of Housing

30. The grantee shall not (and shall ensure that all members of its organisation or beneficiaries of the grant do not) represent the organisation in such a way, say or do anything that might lead persons to believe that the grantee is an agent of the National Assembly for Wales or the CIH, that the National Assembly for Wales or the CIH is responsible for any liability of the grantee. Nothing in the terms and conditions of grant shall impose any liability on the National Assembly for Wales or the CIH in respect of any liability incurred by the grantee to any other person or entity.

Capital Assets

31. Grant is offered as a contribution towards revenue costs. Payment of grant towards certain capital costs including items to be paid for in instalments under a hire purchase or other agreement will **only be allowed in exceptional cases** where the CIH is satisfied that such costs are necessary to enable the programme of work to be carried out. The maximum grant allowed towards capital costs will not normally exceed 10% of the total grant offered.

Disposal of Assets

32. Where the grant or any part thereof is used by the grantee to purchase or acquire any interest in any asset (including land and buildings, vehicles, furniture or equipment) and the asset or the interest therein is subsequently disposed of or ceases to be used for the approved purpose for which it was obtained, the grantee shall, if the CIH then so demands, repay to the CIH the full market

value of the asset as at the date of disposal or cessation of approved use, or such lesser sum as the CIH in its absolute discretion may deem to be a fair proportion of the market value.

Mortgages

33. The grantee shall not attempt to raise a mortgage or other charge on Exchequer financed assets.

Change of Use of Grant Aided Assets

34. The prior approval of the CIH must be sought before any change of use of assets which have been grant aided.

Disclosure of Information

35. The National Assembly for Wales may in its absolute discretion disclose to Parliament or to any Court any information supplied to CIH by the grantee in connection with its application for or the award of grant.

Income and Publications

36. The grantee is required to inform the CIH without delay of any grant-aided activity or any other use of grant which is expected to generate income (which may include an element of profit), such as sale of publications, training fees, and training materials. The CIH reserves the right to offset this income, or an appropriate proportion of it, against grant.
37. In the case of publications and materials produced for sale with grant assistance, the CIH will normally recover the grant made available for production costs by deducting income received from sales, until the full costs have been recovered. Thereafter, grantees are normally permitted to retain income from sales without further deductions from grant.
38. The National Assembly for Wales expects grantees to take such steps as are required to vest in the Crown, copyright and other intellectual property rights arising out of any material produced as a result of the grant aid activities.
39. In its publicity material, the grantee shall acknowledge the financial contribution made to its activities by the National Assembly for Wales under the Tenant Empowerment Grant Scheme.

Party Political Purposes

40. No part of the grant shall be used for party political purposes and no aspect of the grant-aided activities shall be party political in intention, use or presentation.

Equal Opportunities

41. The CIH requires all recipients of grant-aid to ensure that they apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, sex, age, religion or, as far as is practicable, any disability.

Retention of records

42. The grantee shall ensure that it retains all books of account and such other documents or records relating to the Tenant Empowerment Grant Scheme for a period of 6 full financial years from the end of the project.

ANNEX

DATES FOR SUBMISSION OF FORMS AND REPORTS	
Application Form together with all supplementary documentation as detailed in the Guidelines document (TEG 1)	
Before start of Project	
Grant Acceptance Form	Within two weeks of grant offer letter.
Grant Claim Form	As soon as grant is needed.
During Project	
Progress Reports	mid project
At the end of the Project	
Project Report	Including Tenant / Resident views on outcomes, ATEGA performance
Certificate of Final Expenditure	As soon as possible after 31 March, but in any event by 30 September following the year in which the Study was completed.
Annual Accounts	By 31 December of the year following the year in which the Study was completed
Auditor's Report	As soon as possible after 31 March and no later than 31 December following the year in which the Study was completed.