

**National Forest Company**  
**Forest Society Grants**  
**Application Form**



Please complete this form fully, using additional sheets where necessary. If you require further assistance, or need to access this form in another format, please contact Hollie Davison at [hdavison@nationalforest.org](mailto:hdavison@nationalforest.org)

**Applicant Details**

<b>Name</b>	
<b>Position</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Email</b>	
<b>Telephone</b>	

If you are not based in the National Forest, please include information about projects that you have previously delivered in the area or communities that you have engaged with.

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Please tick the option that best describes how you operate:

<input type="checkbox"/> Voluntary Group	<input type="checkbox"/> Creative Organisation/Artist/Facilitator
<input type="checkbox"/> Business	<input type="checkbox"/> Charity/Social Enterprise/CIC
<input type="checkbox"/> Community Group	<input type="checkbox"/> Other (Please specify)

**Details of proposal**

**Which priorities will your project address?** Please tick which of the following are relevant to your project.

<input type="checkbox"/>	Improving Health and Wellbeing
<input type="checkbox"/>	Encouraging Participation

**What do you want to do?** Describe your project and how you will deliver it. Please indicate the aims of the project, its timetable, what you want to achieve and what the legacy of the project will be. (Up to 1000 words)

**Estimated start date:**

**Estimated finish date:**

\*Note that projects should be completed prior to 6th May 2022

**How does your project address the priorities above?** Please outline how your project connects to health and wellbeing or encouraging participation. (Up to 250 words)

**How will your project test new and innovative approaches?** Describe how you will test new ways of working within communities, with a particular focus on being able to engage a diverse audience. (Up to 250 words)

**Who do you want to engage?** Please give details of participants or beneficiaries who will be engaged in the project and how you will ensure activity is accessible and inclusive. (Up to 250 words)

**What will the impact of your activity be?** Please describe how you will measure success and demonstrate benefit for participants, including how you will measure the projects outcomes. (Up to 250 words)

**What are your main risks?** Please include any information about measures that you will put in place to safely deliver, including within Covid-19 restrictions. (Up to 200 words)

**Specification and Costs**

Include all costs involved in delivery of the project.

Item/Activity	Cost ( <i>ex VAT</i> )	VAT	Cost ( <i>inc VAT</i> )
<b>Total</b>	<b>£</b>	<b>£</b>	<b>£</b>

**Are you registered for VAT?**

Yes / No (Please circle)

**Match funding**

Match funding is not essential for this scheme but if you do have additional funding or in-kind contributions that will support this project please include below.

**Declaration**

I have read and accept the attached 'Conditions of Grant Aid'. To the best of my knowledge the information supplied with this application is correct.

<b>Signed:</b>		<b>Date</b>	
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You may include weblinks relevant to this application and/or up to two attachments with examples of your work. Add the weblink and the title of any attachments.

- 1:  
.....
- 2:  
.....

**The deadline for submissions of applications is 5pm on 29<sup>th</sup> June 2021.**

If your application is successful, you will be contacted by Friday 16<sup>th</sup> August with information about the next steps. If you are unsuccessful, you will also be contacted by this date and you may request feedback.

Please email your application to Hollie Davison, titled 'Forest Society Grant Application' - [hdavison@nationalforest.org](mailto:hdavison@nationalforest.org)

Or if you would prefer to post a copy, send to:

Hollie Davison  
The National Forest Company  
Bath Yard  
Moira, Swadlincote  
Derbyshire  
DE12 6BA

If you have any queries about the application process that are not answered by the **Guidance Notes**, please contact Hollie Davison, Project Officer, [hdavison@nationalforest.org](mailto:hdavison@nationalforest.org) or 07816364775.

# National Forest Company

## Forest Society Closed Grants

### Conditions of Grant Aid



The following conditions apply to all offers of grant made by the National Forest Company under its Forest Society Closed Grants Scheme.

#### 1. General

- 1.1. The conditions set out below are applicable to all offers of grant by the National Forest Company for the projects covered by the offer, unless expressly deleted or varied in the formal offer to the applicant or any subsequent written agreement.
- 1.2. The offer of grant is made on the understanding that no grant will be paid for any work carried out, or services provided, prior to the acceptance of the offer in writing and that the applicant will at all times use their best endeavours to operate the facilities or services to be provided in accordance with the purposes set out in the letter offering grant-aid from the National Forest Company.

#### 2. Purpose of grant

- 2.1. The grant shall only be used for the delivery of the project/activities (hereafter referred to as the project) set out in the application and in accordance with these conditions. The applicant shall not make any significant change to the project or use the grant for any other purpose without the prior written agreement of the National Forest Company.
- 2.2. The applicant shall not use the grant to:
  - a) purchase buildings or land; or
  - b) pay for any expenditure commitments of the applicant entered into before the date of the grant offer,unless this has been approved in writing by the National Forest Company.
- 2.3. The amount of the grant that the applicant may spend on any item of expenditure shall not exceed the corresponding sum set out in the grant application without the prior written agreement of the National Forest Company.
- 2.4. Where the applicant intends to apply to a third party for other funding for the project, they must notify the National Forest Company in advance. Where such funding is obtained, the applicant will provide the National Forest Company with details of the amount and purpose of that funding.
- 2.5. The applicant must not apply for duplicate funding in respect of any part of the project or any related administration costs that the National Forest Company is funding in full under its grant.

Insofar as any such contributions may not have been disclosed prior to the grant offer, the National Forest Company may vary or cancel its offer to take account of them. If a grant has been paid, this may be re-claimed.

- 2.6. Any liabilities arising at the end of the project, including any redundancy liabilities for staff employed by the applicant to deliver the project, must be managed, and paid for by the applicant using the grant or other resources of the applicant. There will be no additional funding available from the National Forest Company for this purpose.

#### 3. Acceptance of grant offer

- 3.1. The offer must be accepted on the **'Acceptance of grant Aid'** form (provided with the grant offer) within one month from the date on which the grant offer is made. If the acceptance is not received within that time, the offer will lapse.

#### 4. Payment of grant

- 4.1. No grant shall be paid unless the National Forest Company is satisfied that such payment has been used for proper expenditure in the delivery of the project.
- 4.2. The amount of grant paid will not be increased in the event of any overspend by the applicant in the delivery of the project, unless agreement to this has been confirmed in writing by the National Forest Company in advance of a grant claim being submitted.
- 4.3. The applicant shall promptly repay any money incorrectly paid to them either as a result of an administrative error or otherwise.
- 4.4. Claims for payment of grant should be made on the **Forest Society Closed Grants Scheme Claim Form**, available from the National Forest Company. The claim should be made before the deadline set out in the offer letter and clearly identify the need for payment in relation to the programme of work and agreed budget

#### 5. Monitoring and reporting

- 5.1. The applicant shall monitor the delivery and achievements of the project throughout the grant period to ensure that its aims and objectives are being met and that the grant conditions are being adhered to.

## National Forest Company

- 5.2. As part of the final grant claim, the applicant must provide the National Forest Company with a short report confirming that the project has been completed. It should include a summary of project delivery and outline the final costs incurred.
- 5.3. Where the applicant has obtained funding from a third party for delivery of (part of) the project, the applicant shall include the amount of such funding in its final report together with details of what that funding has been used for.
- 5.4. The applicant shall, on request, provide the National Forest Company with such further information as it may reasonably require establishing that the grant has been used in accordance with these conditions.
- 5.5. The applicant shall permit the National Forest Company reasonable access to monitor the delivery of the project and evaluate the fulfilment of these conditions.

## 6. Acknowledgment and publicity

- 6.1. The applicant shall acknowledge the financial support of the National Forest Company 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) shall include the National Forest Company's name and logo.
- 6.2. In using the National Forest Company's branding (including its name and logo), the applicant shall comply with the brand guidelines issued by the National Forest Company.
- 6.3. The National Forest Company may acknowledge the applicant's involvement in the project as appropriate without prior notice and further information may be required to feed into promotional opportunities.

## 7. Change of use or disposal

- 7.1. The applicant shall not materially alter, or change the use of, or sell, or dispose of all or part of the grant-aided equipment except with the prior written permission of the National Forest Company for 5 years from the date on which grant is paid.
- 7.2. Following such consent and in the event of sale or change of use or disposal of all or part of the grant-aided equipment, the National Forest Company shall be entitled to receive a proportion of the proceeds of sale, or current value of the asset if not sold, equivalent to the proportion which the financial assistance given by the National Forest Company bears to the aggregate cost of the acquisition, creation, improvement or adaptation of the whole, or of the part affected by the consent.

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## 8. Freedom of information

- 8.1. The applicant acknowledges that the National Forest Company is subject to the requirements of the **Freedom of Information Act 2000** (FOIA) and the **Environmental Information Regulations 2004** (EIRs).
- 8.2. The applicant shall:
  - a) provide all necessary assistance and cooperation as reasonably requested by the National Forest Company to enable the National Forest Company to comply with its obligations under the FOIA and EIRs.
  - b) transfer to the National Forest Company all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt; and
  - d) not respond directly to a request for information unless authorised in writing to do so by the National Forest Company.
- 8.3. The applicant acknowledges that the National Forest Company may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the applicant. The National Forest Company shall take reasonable steps to notify the applicant of a request for information (in accordance with the Secretary of State's section 45 **Code of Practice on the Discharge of the Functions of Public Authorities** under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so, but (notwithstanding any other provision in this agreement) the National Forest Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## 9. Data protection

- 9.1. The applicant shall (and shall procure that any of its staff involved in connection with the project shall) comply with any notification requirements under the **Data Protection Act 1998** (DPA) and the **General Data Protection Regulation** (GDPR). Both parties will duly observe all their obligations under the DPA and GDPR, which arise in connection with the grant.

## 10. Withholding, suspending and repayment of grant

- 10.1. The National Forest Company's intention is that the grant will be paid to the applicant in full. However, without prejudice to the National Forest Company's other rights and remedies, the National Forest Company may at its discretion withhold or suspend payment of the grant and/or require repayment of all or part of the grant if:

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- a) the National Forest Company considers that the applicant has not made satisfactory progress with the delivery of the project;
- b) the applicant is, in the reasonable opinion of the National Forest Company, delivering the project in a negligent manner;
- c) the applicant obtains funding from a third party which, in the reasonable opinion of the National Forest Company, undertakes activities that are likely to bring the reputation of the project or the National Forest Company into disrepute;
- d) the applicant provides the National Forest Company with any materially misleading or inaccurate information;
- e) the applicant commits or committed a Prohibited Act;
- f) any member of the governing body, employee or volunteer of the applicant 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 National Forest Company, bring or are likely to bring the National Forest Company's name or reputation into disrepute;
- g) the applicant ceases to operate for any reason, becomes insolvent, or is declared bankrupt, or placed into receivership, administration, or liquidation; or
- h) the applicant fails to comply with any of the terms and conditions set out in these conditions and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

10.2. The applicant shall make any payments due to the National Forest Company without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

## 11. Limitation of liability

11.1. The National Forest Company accepts no liability for any consequences, whether direct or indirect, that may come about from the applicant running the project, the use of the grant or from withdrawal of the grant. The applicant shall indemnify and hold harmless the National Forest Company, its 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 the actions and/or omissions of the applicant in relation to the project, the non-fulfilment of obligations of the applicant under these conditions or its obligations to third parties.

11.2. Subject to clause 15.1, the National Forest Company's liability under these conditions is limited to the payment of the grant.

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## 12. Warranties

12.1. The applicant warrants, undertakes, and agrees that:

- a) it has all necessary resources and expertise to deliver the project (assuming due receipt of the grant);
- b) it has not committed, nor shall it commit, any Prohibited Act;
- c) 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 National Forest Company immediately of any significant departure from such legislation, codes or recommendations;
- d) 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;
- e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- g) all financial and other information concerning the applicant which has been disclosed to the National Forest Company is to the best of its knowledge and belief, true and accurate;
- h) 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;
- i) it is not aware of anything in its own affairs, which it has not disclosed to the National Forest Company or any of the National Forest Company's advisers, which might reasonably have influenced the decision of the National Forest Company to make the grant on the terms contained in these conditions; and
- j) since the date of its last accounts there has been no material change in its financial position or prospects.

## 13. Insurance

13.1. The applicant shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the applicant, arising out of the applicant's performance of the project, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

13.2. The applicant shall (on request) supply to the National Forest Company a copy of such insurance policies and evidence that the relevant premiums have been paid.

**14. Termination**

14.1. The National Forest Company may withdraw the grant offer and any grant payments on giving the applicant three months' written notice should it be required to do so by financial restraints or for any other reason.

**15. Assignment**

15.1. The applicant may not, without the prior written consent of the National Forest Company, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this grant or, except as contemplated as part of the project, transfer or pay to any other person any part of the grant.

**16. Waiver**

16.1. No failure or delay by either party to exercise any right or remedy under these Conditions shall be construed as a waiver of any other right or remedy.

**17. Dispute resolution**

17.1. Any dispute about the interpretation of these conditions shall be referred to the arbitration of a person to be agreed between the parties or, failing agreement within 28 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Royal Institution of Chartered Surveyors.

**18. No partnership or agency**

18.1. This grant shall not create any partnership or joint venture between the National Forest Company and the applicant, 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.

**19. Joint and several liability**

19.1. Where the applicant is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who accept the conditions of this grant on behalf of the applicant shall be jointly and severally liable for the applicant's obligations and liabilities arising under these conditions.

**20. Contracts (Rights of Third Parties) Act 1999**

20.1. The offer of a grant (and its accompanying conditions) 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***.

**21. Governing law**

21.1. This grant 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.