

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

9th August 2024

Members of Peacehaven Town Council are summoned to the Extraordinary Council meeting to be held in Community House, Peacehaven, on Thursday 15th August 2024 at 7.30pm.

A handwritten signature in black ink, appearing to read "G Dyson", written over a horizontal line.

George Dyson
Town Clerk

AGENDA

C1263 MAYOR/CHAIR'S ANNOUNCEMENTS.

C1264 PUBLIC SESSION. *Members of the public may ask questions on any relevant Council matter.*

C1265 TO APPROVE APOLOGIES FOR ABSENCE

C1266 TO RECEIVE DECLARATIONS OF INTERESTS.

C1267 TO ADOPT THE MINUTES OF THE COUNCIL MEETING HELD ON THE 23RD JULY 2024.

C1268 TO DECIDE WHETHER TO PROCEED WITH THE FUNDED OVCA PROJECT

C1269 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER, CHAIR OF THE NEIGHBOURHOOD DEVELOPMENT PLAN STEERING GROUP

C1270 TO AGREE TO UNDERTAKE A PUBLIC CONSULTATION ON THE HUB BUILDING

C1271 DATE OF NEXT MEETING – TUESDAY 8TH OCTOBER 2024 AT 7.30PM

George Dyson
Town Clerk

☎ (01273) 585493

✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Minutes of the meeting of the Full Council meeting held in the Anzac Room, Community House on Tuesday 23rd July 2024 at 7.30pm

Present: Cllr Debbie Donovan (Chair), Cllr Wendy Veck (Vice Chair), Cllr Nikki Fabry, Cllr Nick Evans, Cllr Mary Campbell, Cllr Sue Griffiths, Cllr Kiera Gordon-Garrett, Cllr Sherral Wood, Cllr Paul Davies, Cllr Aimee Harman, Cllr Ian Alexander, Cllr Cathy Gallagher, Cllr Isobel Sharkey, Cllr David Seabrook, Cllr Claude Cheta, Cllr Simon Studd, Cllr Lee Ashby-Parkin.

Officers: Zoe Malone (Responsible Financial Officer), Kevin Bray (Parks Officer), Vicky Onis (Civic, Governance, and Support Officer).

6 members of public were in attendance

C1243 MAYOR/CHAIR'S ANNOUNCEMENTS.

The Chair opened the meeting at 19:30, welcomed everyone and advised of the fire procedures, asked that mobile phones be switched off or silenced, advised that the meeting was being recorded, and informed Council of the following events:

- 24th July, Peacehaven Cinema showing the film Living
- 28th July, Civic Service at the Church of Ascension
- 28th August, Bingo in aid of Breast Cancer Now
- 30th September, Quiz night

The Chair also informed Council of recent engagements that she and the Deputy Mayor had attended.

C1244 PUBLIC SESSION.

A member of public asked a question regarding accessibility at the Oval. Cllr Seabrook indicated that he will be writing a report for next Leisure Amenities, and Environment Committee on the subject.

Another member of the public also asked a question relating to the Oval, specifically about the grass cutting. The Parks Officer highlighted that the 2022 survey of 500 houses showed the majority of the public wanted it left wild. It will be reviewed at the next Leisure, Amenities, and Environment Committee meeting on 2nd September.

Cllr Wood seated in the public seats asked some questions submitted to her from residents relating to the Neighbourhood Development Plan, particularly the use of planning consultants. Cllr Wood will send a copy of the questions and residents contact information to the Clerk for a full response.

A member of public asked if the Meridian Centre development is still happening. Cllr Donovan spoke of bird nesting season being the current cause of the delay to the development.

C1245 TO APPROVE APOLOGIES FOR ABSENCE.

Apologies were received from the Town Clerk.

C1246 TO RECEIVE DECLARATIONS OF INTERESTS.

Cllr Harman declared an interest relating to item C1257.

C1247 TO ADOPT THE MINUTES OF THE ANNUAL COUNCIL MEETING HELD ON THE 21ST MAY 2024.

Proposed by: Cllr Griffiths Seconded by: Cllr Sharkey
The Council **resolved** to **adopt** the minutes of the 21st May 2024.

C1248 TO RECEIVE MINUTES, RATIFY ACTIONS & RECEIVE REPORTS ON URGENT MATTERS:-

a. Planning & Highways Committee:-

- i. To receive the meeting minutes of the 7th May 2024.**
Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Sharkey
The minutes were **agreed** and **adopted**.
- ii. To receive the meeting minutes of the 4th June 2024.**
Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Gallagher
The minutes were **agreed** and **adopted**.
- iii. To note the draft meeting minutes of the 2nd July 2024.**
The minutes were **noted**.

b. Policy & Finance Committee:

- i. To receive the financial report, authorise payments and signing of bank reconciliation statements**
Proposed by: Cllr Alexander Seconded by: Cllr Davies
The Council **resolved** to **authorise** payments and signing of Bank Reconciliation statements
- ii. To receive the meeting minutes of the 30th April 2024.**
Proposed by: Cllr Alexander Seconded by: Cllr Gordon-Garrett
The minutes were **agreed** and **adopted**.
- iii. To note the draft meeting minutes of the 9th July 2024.**
The minutes were **noted**.
- iv. To agree to the Service Level Agreement with the CTLA**
There was a brief discussion about the background to this item and the RFO shared some information about the level of service that the CTLA provide.

It was proposed to agree the SLA with the CTLA.
Proposed by: Cllr Alexander Seconded by: Cllr Davies
The Council **resolved** to **agree** to this proposal.
- v. To agree to the Service Level Agreement with the Joff**
There was a discussion around the impact of the closure of the Joff and that as this is a joint SLA between Peacehaven and Telscombe Town Councils, the agreement wouldn't be in place until agreed by both.

It was proposed to agree the SLA with the Joff.
Proposed by: Cllr Alexander Seconded by: Cllr Evans
The Council **resolved** to **agree** to this proposal.

It was further proposed that as this agreement runs until 2025, that the SLA be reviewed each year to extend for further years.

Proposed by: Cllr Seabrook Seconded by: Cllr Davies
The Council **resolved** to **agree** to this proposal.

c. Personnel Committee.

- i. To receive the meeting minutes of the 26th March 2024.**
Proposed by: Cllr Gallagher Seconded by: Cllr Donovan
The minutes were **agreed** and **adopted**.
- ii. To receive the meeting minutes of the 28th May 2024.**
Proposed by: Cllr Gallagher Seconded by: Cllr Donovan
The minutes were **agreed** and **adopted**.
- iii. To note the draft meeting minutes of the 16th July 2024.**
The minutes were **noted**.

d. Leisure, Amenities & Environment Committee;-

- i. To receive the meeting minutes of the 20th February 2024.**
Proposed by: Cllr Sharkey Seconded by: Cllr Gallagher
The minutes were **agreed** and **adopted**.
- ii. To receive the meeting minutes of the 2nd April 2024.**
Proposed by: Cllr Sharkey Seconded by: Cllr Gallagher
The minutes were **agreed** and **adopted**.
- iii. To note the draft meeting minutes of the 18th June 2024.**
The minutes were **noted**.

e. Civic & Community Events Committee:-

- i. To note the meeting minutes of the 16th April 2024.**
The minutes were **noted**.
- ii. To note the draft meeting minutes of the 25th June 2024.**
The minutes were **noted**.

C1249 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER, CHAIR OF THE NEIGHBOURHOOD DEVELOPMENT PLAN STEERING GROUP

Cllr Gallagher summarised the information in the report and answered some questions on the item.
Council **noted** the update.

C1250 TO AGREE TO COMMISSION AN ADDITIONAL REPORT ON INFRASTRUCTURE DELIVERY

Cllr Gallagher requested to withdraw this item from the agenda.

It was proposed that the item be deferred to a later meeting.

Proposed by: Cllr Donovan Seconded by: Cllr Cheta
Council **resolved** to **agree** to this proposal.

C1251 MOTION FROM CLLR GORDON-GARRETT REGARDING COMMENTS FROM THE STEERING GROUP ON RESPONSES TO THE NEIGHBOURHOOD PLAN SECTION 16 EXTRA CONSULTATION.

Cllr Gordon-Garrett summarised the report and the background to the item, that the recommendation was to share confidentially a redacted version with Councillors.

Cllr Gallagher advised that she has sought advise from the Head of Democratic Services at the District Council and a Planning Policy Officer, who have both advised not to share these responses.

It was proposed that the item be referred to the Clerk to confirm the legal information and take appropriate action based on this.

Proposed by: Cllr Davies Seconded by: Cllr Sharkey
The Council **resolved** to **agree** to this proposal.

C1252 TO REVIEW OUTSIDE BODY REPRESENTATIVES

The following changes were made to outside body representatives:

Cllr Davies has stepped down as RBL representative, with Cllr Donovan taking on this role.

Havens Hub – Cllr Gallagher and Cllr Studd

Havens Cars – Cllr Davies and Cllr Sharkey

Cllr Harman has stepped down as the Community Garden representative, with Cllr Studd and Cllr Gallagher taking on this role.

C1253 TO RECEIVE VERBAL REPORTS FROM OUTSIDE BODY REPRESENTATIVES

Cllr Fabry provided Council with an update on PCS, particularly relating to a recent discussion about Anti-social behaviour.

Cllr Campbell gave an update on CAB and the changes to their service at Peacehaven.

Cllr Ashby-Parkin spoke about the popularity of ParkRun in Peacehaven at the moment, and it would be nice for more Councillors to participate.

Cllr Gallagher gave a brief update on the AGM at Peacehaven and Telscombe FC, as well as the recent Chamber of Commerce meeting, Parishes of the Lower Ouse meeting, and that she has now met the new director of the SDNPA.

Cllr Donovan provided an update about the work of the SCDA Community Supermarket.

C1254 MOTION FROM CLLR ASHBY-PARKIN TO AGREE THAT THE PARKRUN CONTAINER CAN REMAIN PAINTED

Cllr Ashby-Parkin introduced the item and summarised the reasons behind the report.

It was proposed that the Council agree that the container can remain painted instead of clad.

Proposed by Cllr Ashby-Parkin Seconded by Cllr Evans.
Council **resolved** to **agree** to this proposal.

C1255 TO ADOPT A COMMUNITY AND BUSINESS PLAN

There was a discussion around the detail included in the plan, and whether more information was needed in the resource allocation, it was also highlighted that the document is intended for the public to read not just internal, and that the plan is a working document that can be updated over time.

It was proposed that the Council adopt the Community and Business Plan

Proposed by Cllr Sharkey Seconded by Cllr Gallagher.

Council **resolved** to **agree** to this proposal.

C1256 TO NOTE A PLANNED ARCHAEOLOGICAL DIG IN CENTENARY PARK

The Parks Officer summarised the report, which Council **noted**.

C1257 TO AGREE TO PROCEED WITH THE FUNDED OVCA PROJECT

The Parks Officer informed Council that the Clerk is waiting for a reply to some questions on this item and that a suggestion might be to defer until the answers have been received.

Cllr Griffiths highlighted that this is now holding up the project.

It was proposed that Council agree to proceed, subject to the Clerk receiving satisfactory legal advice.

Proposed by Cllr Griffiths Seconded by Cllr Gordon-Garrett.

h. Communications, Advertising, and Promotion

Cllr Campbell advised that lots of work had taken place earlier in the year, and that the TFG is waiting for the new PR Officer to be settled in to become active again.

i. Sussex Nature Recovery

Cllr Gordon-Garrett has attended 2 webinars and will prepare a report for discussion soon.

C1262 DATE OF NEXT MEETING – TUESDAY 8TH OCTOBER 2024 AT 7.30PM.

There being no further business, the meeting closed at 21:10

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Full Council	Agenda Item:	C1268
Meeting date:	15/08/2024	Authors:	Town Clerk
Subject:	Funded OVCA Project		
Purpose:	To decide		

Recommendation(s):

To decide whether Council wants to proceed with the funded project, and if so, to agree that the Clerk can execute the deeds relating to the project.

1. Background

Peacehaven Town Council has been in discussions about the OVCA project since July 2021, the first mention at a Committee meeting appears to be on 19th October 2021 at the Leisure, Amenities, and Environment Committee meeting, item LA618, where an outline of the project was received.

Until 2024, there had not been any formal decisions taken by Committee or Council in relation to these projects, and emails sent by the Clerk in 2021 highlighted that there was a need to take this project to Committee/ Council. Unfortunately, due to the impact of the COVID pandemic it appears this never happened.

Council is now being asked to sign the deed of dedication in order for the works to proceed. Legal advice has been sought on this, and questions submitted by Councillors at the Policy & Finance meeting on 9th July 2024 have been answered (including receiving some appendices from the deed which had been omitted in previous papers).

Council now has all the requested information and is requested to decide whether to proceed with this project or not.

2. Options for Council

1. To agree to proceed with the funded OVCA project and agree that the Clerk can execute the deed of dedication.
2. To decide not to proceed with the funded OVCA project.

3. Reason for recommendation

As per previous resolutions of Committee/ Council.

4. Expected benefits

a. The community

Benefits of funded project, no cost to residents, improved signage to SDNP.

b. The environment

Bid includes tree planting and access to SDNP.

c. Other

Implications

5.1 Legal	Entering into deed of dedication
5.2 Risks	Responsibility for maintenance of signs.
5.3 Financial	N/A
5.4 Time scales	1 year
5.5 Stakeholders & Social Value	Benefit to community – funded signage and tree planting.
5.6 Contracts	N/A
5.7 Climate & Sustainability	Positive impact, part of OVCA project.
5.8 Crime & Disorder	Risk of vandalism to signage
5.9 Health & Safety	RAMs required before any commencement of works.
5.10 Biodiversity	Encouraging access to SDNP
5.11 Privacy Impact	N/A
5.12 Equality & Diversity	N/A

5. Appendices

Deed of Dedication (and appendices)

Copy of email outlining legal advice

Land registry documents

Bid submission paperwork

Copies of previous reports to Committee/Council

TRIPARTITE DEED OF DEDICATION

DATED the _____ day of _____ 2022

BETWEEN (1) [REDACTED] (“the Landowner”) , and
(2) [REDACTED] (“the Grant Recipient”) , and
(3) **THE BIG LOTTERY FUND (OPERATING AS THE NATIONAL LOTTERY COMMUNITY FUND)**, a body corporate established by the National Lottery Act 2006, of 1st Floor Peel Building, 2 Marsham Street, London SW1P 4DF (“the Fund”)

BACKGROUND

- (A) The Grant Recipient has made a successful application to the Fund for an award to fund the Project.
- (B) The Landowner has agreed to a Project being carried out on Land belonging to the Landowner, with the use of money to be provided by the Fund.
- (C) The Landowner and the Grant Recipient have agreed to enter into this Deed in recognition of the fact that the Project is to be funded in whole or in part by the Fund.
- (D) The Landowner has agreed to enter into an agreement with the Grant Recipient to manage and operate the Project. The Grant Recipient acknowledges that it will remain directly responsible to the Fund for all aspects of the Project and monitoring of the Project by the Fund, pursuant to the obligations contained in the Terms and Conditions of the grant.

NOW THIS DEED WITNESSETH

1 Definitions

- 1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires

“Asset Liability Period” means the period from [] to [XX years from the Date of Practical Completion]

“Capital Grant”	means the grant awarded to the Grant Recipient by the Fund for the Project as set out in the Grant Offer Letter and subject to the Grant Conditions
“Date of Practical Completion”	has the same meaning as given in the Grant Conditions
“Grant Offer Letter”	means the grant offer letter made by the Fund to the Landowner dated [] which incorporated the Grant Conditions a copy of which is included at Appendix 1
“Grant Conditions”	means the terms and conditions attached to the Grant Offer Letter a copy of which is annexed to this Deed at Appendix 2 and as amended from time to time
“the Land”	means all that land [and buildings] at [state address] [as the same is registered at the Land Registry under title(s) number(s)] [and as edged red on the Plan]
“the Plan”	means the plan attached hereto
“the Project”	means the project to be funded under URN:[] and subject to the Fund’s Standard Terms and Conditions of grant

1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

1.3 Unless the contrary intention appears references in this deed to:

1.3.1 parties and other persons include their successors and assigns.

1.3.2 an obligation of the Landowner do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and

- 1.3.3 a defined term shall include each and every part.
- 1.3.4 particular legislation (unless stated otherwise) include any reference to that legislation as amended, consolidated or re-enacted from time to time and to all subordinate legislation made under it from time to time.
- 1.4 Where the words “include(s)” or “including” are used they are deemed to have the words “without limitation” following them.
- 1.5 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this Deed.
- 1.6 The appendices form part of this Deed and have effect as if set out in the body of this Deed. Any reference to this Deed includes the appendices.
- 1.7 Words importing:
- 1.7.1 the singular number also include the plural and vice versa;
- 1.7.2 any gender include every gender;
- 1.7.3 natural persons include firms companies and corporations and vice versa.
- 1.8 Where the expression “Landowner” and/or “Grant Recipient” refers to more than one person or company:
- 1.8.1 any reference in this Deed to “Landowner” and/or “Grant Recipient” is a reference to each and every party comprising the Landowner and/or Grant Recipient, as applicable.
- 1.8.2 any covenant required by this Deed to be given by the Landowner and/or the Grant Recipient is to be given jointly and severally by all persons or companies comprising the Landowner and/or the Grant Recipient.
- 1.8.3 the liability of the Landowner under this Deed is the joint and several liability of all persons or companies comprising the Landowner.
- 1.8.4 the liability of the Grant Recipient under this Deed is the joint and several liability of all persons or companies comprising the Grant Recipient.
- 1.9 A reference to writing or written excludes fax and e-mail.

- 1.10 A reference to **this Deed** or to any other agreement or document referred to in this Deed is a reference to this Deed or such other agreement or document as amended and restated varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.11 Any reference to the consent or approval of the Fund being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs
- 2 In consideration of the Fund funding the Project by way of the Capital Grant the Landowner and Grant Recipient hereby covenant with the Fund that in respect of the Land the Landowner and Grant Recipient will:-
 - 2.1 not without the prior written consent of the Fund, assign, transfer or charge the Land or grant any lease or licence, agree to grant any lease or licence or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land except to the Grant Recipient;
 - 2.2 not, save with the prior written consent of the Fund, use the Land other than for the purpose of the Project; and
 - 2.3 not damage or destroy the Project.
3. Where the Fund grants consent to any transfer, lease or other disposition of the Land (or any part or parts of the Land) pursuant to clause 2.1 the Landowner and/or Grant Recipient (as applicable) must first:
 - 3.1 comply with the terms of any conditions attached to the Fund's consent to the Fund's satisfaction; and
 - 3.2 procure that the person acquiring such interest (or if more than one person then such persons jointly and severally) covenants with the Fund in equivalent terms (mutatis mutandis) to this Deed and agrees to an equivalent restriction being placed on the title to the property transferred.
4. The Fund may assign the benefit of this Deed to such person as it thinks fit.
5. The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.

6. The Grant Recipient represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Grant Recipient.
7. Without prejudice to any right or remedy of the Fund for breach of covenant occurring before the expiration of this Deed, this Deed shall expire at midnight on the last day of the Asset Liability Period.
- 8.1 The Landowner hereby consents to and applies on Form RX1 (or such other form as may be prescribed from time to time) to the Chief Land Registrar for the registration at H M Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at H M Land Registry of a restriction in substantially the following terms:-

" Until [insert date] no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Big Lottery Fund of 1ST Floor Peel Building, 2 Marsham Street, London SW1P 4DF, or their conveyancer."
- 8.2 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 8.1 against the title to the Land or any part of the Land which becomes at any time after the date of this Deed but during the ownership of the Landowner registered at HM Land Registry and shall deliver to the Fund an official copy of such title showing registration of the restriction.
9. The Landowner shall at its own cost and within 28 days of the date of this Deed register and maintain the registration of the restriction referred to in clause 8.1 against the title to the Land or any part of the Land which becomes at any time after the date of this Deed but during the ownership of the Landowner registered at HM Land Registry and shall deliver to the Fund an official copy of such title showing registration of the restriction.
10. A person who is not a party to this Deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11. The law of England and Wales governs the construction of this Deed and any dispute arising in connection with it. The courts of England and Wales have exclusive jurisdiction to settle any dispute in connection with this Deed.

12. This instrument was executed as a deed but not delivered until the date set out above.

Executed as a deed by affixing the seal)
Of the **THE BIG LOTTERY FUND**)
(OPERATING AS THE NATIONAL LOTTERY)
COMMUNITY FUND) and authenticated by an)
authorised officer:-)

.....
Signature

.....
Name of authorised officer

.....
Title of authorised officer

Executed as a deed by

[Landowner]

By: XX

Position:

Executed as a deed by

[Grant Recipient]

By: XX

Position:

:

Appendix 1

Grant Offer Letter

Appendix 2

Grant Conditions

Appendix 3

Plan



Robin Parr
Company Secretary
South Downs National Park Trust
South Downs Centre
North St
Midhurst GU29 9DH

Project ID: 20194363

15 July 2022

Hello Robin

We're going to fund your project!

We're happy to tell you that we are going to fund your **Climate Action Fund** application for National Lottery funding. We want to give Ouse Valley Climate Action £2,042,999.19 over 3 years.

Please read over this before you sign and send us the things we need

Make sure you're happy with all the information included and the terms before you sign by reading over:

- the information about your project
- the difference your project aims to make
- how to share the good news about your funding
- our terms and conditions (so you know what you're agreeing to when you sign at the end)

We've made some changes around how you return your offer letter and bank statement

We want to be as flexible as we can. We know some people won't have access to a scanner or printer. So to make it easier to return information to us:

- we're saying it's fine to send us either a photo or scanned copy of your signed documents via email or a hard copy of your signed documents via post.

The National Lottery Community Fund

1st Floor Peel Building, 2 Marsham Street, London, SW1P 4DF
tnlcommunityfund.org.uk

0345 410 2030  18001 + 0345 410 2030

Chair
Blondel Cluff CBE
Chief Executive
David Knott

What happens after you've sent us everything we need

After we've got your signed agreement (with the terms and conditions attached) along with your bank statement copy - your funding officer will contact you.

You'll be able to talk through when you'd like to start your project, your funding payments and dates, and any next steps. Your funding officer will be happy to help you with any questions too.

What happens if you don't get back to us on time

We may withdraw the funding we've offered your project if you don't send us back this signed agreement by **12 August 2022** and you haven't been in touch to let us know you aren't able to meet this date.

If you know you can't get it back to us by this date, let us know as soon as you can.

And last, but not least - well done

Congratulations again on your funding. Thank you for everything you do to support your community.

Best wishes,

A handwritten signature in brown ink that reads "Nick Gardner".

Nick Gardner
Head of Climate Action

Read your project summary and aims before signing the agreement

Information about your project

Your whole project is going to cost £2,510,979.13. We've said we'll give you £2,042,999.19 of this over 3 years.

The difference your project aims to make

As part of your application you told us the difference you wanted to make:

Project activities will be delivered across the Ouse Valley, with the majority taking place in the coastal towns of Seaford, Newhaven and Peacehaven. Activities can be divided into three broad strands, with a fourth strand focused on legacy and sustainability.

- **Nature Recovery, Resilience and Connectivity:** implement natural solutions to sequester carbon and 'make space for water' in the Ouse catchment area, reduce flood risk and improve drought resilience; connect habitats, improve water quality, support food growing, improve green space, wellbeing and education. New groups and events will help people feel more connected to the Ouse valley and local landscape and understand its value and role.
- **Knowledge, Wellbeing and Skills:** supporting residents to develop their understanding of climate change and sustainable living through information and activities, including carbon literacy training for adults and children and helping improve people's capacity and motivation to act at a personal, household and community level, and also their employability.
- **Sustainable Energy and Active Travel:** develop new Community Energy Groups, focusing on the Havens and riverside villages with technical support to establish a pipeline of community-owned renewable energy projects that help build local energy resilience and reduce carbon emissions. There will be surgeries at community centres offering 1-2-1 advice. The project Engagement Co-ordinator will support active travel initiatives and promote cycling and walking routes.

The grant is made up of the following amounts:

Cost type	Amount
Revenue	£1,820,060.99
Capital	£222,938.20
TOTAL	£2,042,999.19

The grant is split across the project partners as follows:

Partner	Amount allocated	Cost items
South Downs National Park Authority	£1,329,245	Project activities, communications, evaluation (£860,638), Salaries, overheads, (£245,668), Capital (£222,938)
Railway Land Wildlife Trust	£33,967	Community rewilding, tree and wildflower nursery, support for youth, education, nature recovery, wellbeing
Ovesco	£476,302	Salaries and overheads (£372,000), Community Energy groups (£20,000), Energy Efficiency Advice (£40,000), Renewables Technical Development (£36,000)
Transition Town Lewes	£15,762	Public sustainability activities in Lewes
Community Energy South	£16,500	Support for community energy projects (£16,500)
Sussex Community Development Association (SCDA)	£171,223	Salaries (£169,022)

We expect you to monitor the impact your project is having on your community. We also want you to record your progress towards meeting your aims.

We know things can change and evolve as the project does. So your Portfolio Officer will talk to you about what to do if things change.

We've included our terms and conditions with this letter

When your senior contact signs this agreement (which is made up of this grant offer letter and our Terms and Conditions), your organisation is agreeing to our terms and conditions. If your organisation fails to meet them, and/or our reporting requirements, we might suspend payment of the grant and/or take legal action to recover all or part of the funding (which we also call your grant).

Read the terms and conditions over so you know what you're agreeing to. And hold on to a copy, so you can look back on them whenever you need to.

This Grant Offer Letter is also subject to the following **additional conditions** that must be satisfied before you use the budgeted amount of the grant:

- You will provide us with written confirmation that the matched funding detailed in your application form is in place. You understand that funding of Year 2 and Year 3 of the grant is subject to you providing us with this written confirmation. You will promptly inform us in writing if there are any changes to the provision of this additional funding. If the additional funding is not in place by the end of Year 2 of the project, we may withdraw the remainder of this grant.
- Before we pay any grant funds to your organisation, you will enter into a signed project delivery agreement, with **South Downs National Park Authority**,

Seaford Community Partnership, Transition Town Lewes, 3VA, Ouse Valley Energy Services (OVESco), Community Energy South, Lewes District Council, Sussex Community Development Association and Railway Land Wildlife Trust within six months of this grant offer or before your project start date, whichever is sooner. You are responsible for checking your partners are financially stable and have appropriate governance arrangements in place. You must ensure that your partners accept and comply with our Terms and Conditions and follow any guidelines issued by us. If they fail to do so, we may exercise our rights including to terminate the grant and/or require repayment. In the event additional partners are added during the lifetime of the project, clause 4.2 of the standard terms and conditions applies.

- All grants for projects involving land and buildings, vehicles or equipment are subject to the Capital Terms and Conditions, which require you to meet specific legal requirements.

Before we can make capital payments of £100,000 or more (aggregate), you must provide:

- a) a completed Certificate of Title for every separate parcel of land from your solicitor; and
- b) a completed Deed of Dedication or Legal Charge and/or
- c) a completed Land Ownership Agreement, where the land is owned by a third party.

Before we can make capital payments for building work you must provide:

- a) evidence that you have all necessary statutory consents;
- b) evidence that you have undertaken a competitive tender process; and
- c) evidence that you have the relevant authority/consents to carry out the works where this is on third party owned land.

Where the nature of your Project under this programme is to be carried out over third party owned land, and we have agreed to fund the proposed works, you must provide us with satisfactory evidence of the legal agreements between you and the third party landowner and these agreements must contain sufficient legal interests to allow you to carry out the proposed works. We may in those circumstances also require that the third party landowner enter into an agreement between them, you and the Fund to ensure that the Project may continue to operate for the duration of the Asset Liability Period.

If these conditions are not satisfied, this offer of £2,042,999.19 may be withdrawn.

Who should sign the agreement

The person you named as your senior contact in your application should sign the agreement. They must be least 18 years old and hold one of these senior positions:

Types of organisation	Senior Contact's role in the organisation
Organisations incorporated under the Companies Act (including if your organisation is <u>also</u> a registered charity)	<i>If you're a company we need two senior contacts to sign the agreement, they can be:</i> A Director and the Company Secretary Or A Director and another Director
Charitable Trusts and Charitable Incorporated Organisations	Trustee
Local authorities and statutory health bodies	Chief Executive or Director
Schools	Headteacher
Town or parish councils	Clerk to the Council or Office Bearer
Community councils (Scotland only)	Chair
All other types of organisation	Chair, Vice Chair, Treasurer or Trustee

How to share the good news about your funding

Celebrate with your community

You should share the good news with your community and your local MP:

- [Tell the world about your funding via social media](#)
- [Get in touch with your local press](#)
- [Download our logo to tell people about your National Lottery funding](#)
- [Order free plaques, stickers, bunting and more](#)

We encourage you to keep telling everyone about the difference your project is making throughout the life of your funding.

Sharing news about your project with your community can be a great way to keep them involved and engaged.

We'll share the news about your funding too

We'll publish the good news on our website and share it with the media.

We've set out more information about how you can use The National Lottery Community Fund logo in Annex 1 below.

Now you've read all the above, we need:

The senior contact(s) to send us a photograph or photocopy of the signed signature page and the first page of the agreement by email

If you're not able to send us photos or a photocopy, email us to say:

- in sending this email to us, it's the same as you returning your agreement to our grant terms - it's as though you've signed the offer letter; and
- you agree to send us the signed offer letter as soon as it's possible for you to do so.

This should be returned to us by 12 August 2022.

An emailed copy of a photograph or photocopy of a recent bank statement for the account that you would like the funding paid into; [this is the information we need to see](#).

Your agreement - please sign and email back to:

nicolas.croll@tnlcommunityfund.org.uk

Keep a copy of your agreement and terms and conditions (for your records). You can find more information on what happens next on our website.

Project details

Organisation name: South Downs National Park Trust
Project name: Ouse Valley Climate Action (OVCA)
Project Reference: 20194363

Agreement

I am/we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Senior contact (named in your application process)

First name (in full)	Last name

Position in organisation

--

Signed

Date

--	--

Second senior contact (for companies including if your organisation is also a registered charity)

This second senior contact must be a Director of the company, or the Company Secretary, as they are listed at Companies House. They also have to be a different person from the senior contact named above.

First name (in full)	Last name

Position in organisation

--

Signed

Date

--	--

Read the Terms and Conditions before signing, send a copy back with your agreement, and keep a copy of your agreement for yourself.

Annex 1

Information about using The National Lottery Community Fund logo (“Beneficiary Logo”)

Our Beneficiary Logo is made up of The National Lottery crossed fingers and the words “Community Fund.” The Gambling Commission owns the trademark for the crossed fingers part.

You are hereby granted a right to use our Beneficiary Logo, for the purposes of promoting your National Lottery funded project. This permission is personal to your project and you can’t transfer any of your rights to another person or project.

We might share your details with Camelot UK Lotteries Limited, and The Gambling Commission, in order to fulfil our obligations under our agreement with Camelot. We have the right to end your permission straightaway to use the Beneficiary Logo, at any time and for any reason. This might be in the following circumstances:

- if Camelot or the Gambling Commission ends our permission to use it
- if you don’t comply with our guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the Beneficiary Logo immediately.

If you have any questions about publicising your grant email us at branding@tnlcommunityfund.org.uk

Climate Action Fund

Standard Terms and Conditions for the Climate Action Fund

In these terms and conditions, The National Lottery Community Fund is referred to as “us” or “we”, and the organisation that is awarded a grant is referred to as “you”. We refer to the project, event or activity described in your application, or as otherwise agreed with us, as “the project”.

1. By accepting this grant, you agree to:

- 1.1. hold the grant on trust for us and use it only for your project;
- 1.2. use the grant only for costs incurred after the date of your grant offer letter and only during the term of the project as agreed with us;
- 1.3. start your project and draw down the first instalment of the grant within six months of signing the grant offer letter, unless otherwise agreed with us;
- 1.4. provide us promptly with any information and reports including relevant monitoring information we require about the project and its impact on your community, both during and after the end of the project;
- 1.5. work with any third party we may contract with or appoint for the benefit of the project and/or this funding programme;
- 1.6. obtain our written consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.7. let us know promptly about any significant issues or delays with your project or about any fraud, other impropriety, mismanagement or misuse in relation to the grant or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;
- 1.8. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us in relation to the programme or use of the grant;
- 1.9. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.10. if the grant is for a salary of a new post, advertise the vacancy externally unless otherwise agreed with us, and carry out a fair and open recruitment process in line with the law and any guidelines issued by us;
- 1.11. acknowledge National Lottery funding using our logo in accordance with the relevant guidelines for recognising your grant, which can be found on our website <https://www.tnlcommunityfund.org.uk/>;

- 1.12. hold the grant in a UK based account or building society account, which is in the legal name of the organisation that is applying for funding from The National Lottery Community Fund;
- 1.13. adhere to our guidance at <https://www.tnlcommunityfund.org.uk/funding/financial-governance> on financial controls and banking arrangements, ensuring that no single individual has sole responsibility for any single transaction from authorisation to review and completion, and that the account is managed by at least two unrelated and authorised individuals in your organisation;
- 1.14. treat the grant as restricted funds in your annual accounts using the reference “the National Lottery Community Fund” and the programme name “Climate Action Fund” and if required by us, open a separate designated bank or building society account for each grant from us for the sole purpose of receiving and administering that grant;
- 1.15. immediately return any part of the grant that is not used for your project or that has not been spent by the end of the project, as agreed with us;
- 1.16. comply with our safeguarding policy for grant holders, which is available on our website at <https://www.tnlcommunityfund.org.uk/about/customer-service/national-lottery-community-fund-policy-for-granholders>;
- 1.17. have an appropriate written whistleblowing policy and procedure/s in place, ensure the policy and/or procedures are publicised internally and ensure that staff are trained on its principles and operation, review and update your whistleblowing policy and procedures at least every two years;
- 1.18. comply with all applicable data protection legislation including the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018 and, where appropriate, you will obtain the consent of your beneficiaries to enable us to receive and process their Personal Data in connection with the project and for us to contact them;
- 1.19. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original paper or electronic receipts, invoices, and bank statements;
- 1.20. We may commission research into and/or evaluation of your funding. You confirm that you will co-operate with any research or evaluation-related activities which we carry out and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
- 1.21. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect the project and grant records. You agree that it may be necessary for you to share relevant Personal Data (as defined in the GDPR) with us in order to fulfil your obligations under this clause. You will be transparent about your obligations under this clause with your beneficiaries (Data Subjects (as defined in the GDPR)) and ensure you

have a lawful basis to share any relevant Personal Data with us in order to comply with this clause;

- 1.22. us publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish in any format any project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes; and
 - 1.23. if your project is being delivered in Wales, enable people to engage in both Welsh and English, treating both languages equally. Welsh speakers must be able to access information and services in Welsh and all materials must be produced bilingually.
- 2. If any part of the grant is used to buy goods or services, or to buy or develop intellectual property, costing more than £10,000 you will:**
- 2.1. carry out a competitive tender for the goods and/or services and comply with UK and EU procurement rules if applicable to you;
 - 2.2. use assets purchased or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the life of the project and any subsequent asset monitoring period specified in the relevant guidelines;
 - 2.3. protect any intellectual property rights purchased or developed using the grant and not commercially exploit these rights without our prior written consent; and
 - 2.4. obtain our prior written consent for any disposal of assets purchased, developed or enhanced using the grant and if required, pay us a share of proceeds from such disposal.
- 3. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant and/or impose additional conditions in the following situations. You must let us know if any of these situations have occurred or are likely to occur.**
- 3.1. You use the grant in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions set out in our grant offer to you.
 - 3.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the impacts agreed with us.
 - 3.3. You have match funding for the project withdrawn or receive or fail to declare any duplicate funding for the same project costs as funded by the grant.
 - 3.4. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.

- 3.5. You do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.
 - 3.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.
 - 3.7. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where You are paid in error before You have complied with your obligations under these terms and conditions and Offer Letter. Any sum, which falls due under this paragraph 3.7, shall fall due immediately. If the You fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.
4. **You acknowledge that:**
- 4.1. by accepting this grant:
 - 4.1.1. you confirm that the information in your application has been authorised by the governing body of your organisation;
 - 4.1.2. your organisation is able to deliver the project described in your application; and
 - 4.1.3. the grant is not consideration for any taxable supply for VAT purposes;
 - 4.2. the grant is for your use only and you may not share or transfer the grant (or any part of it) to anyone else unless approved by us. If we agree to you sharing or transferring the grant, you are responsible for ensuring that your partners and other recipients of the grant accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights in clause 3, including to terminate the grant and require repayment. You must enter into a legally binding agreement, with anyone with whom you share the grant and provide us with a copy on request;
 - 4.3. if any part of the grant is used to buy or build, refurbish, extend or alter buildings or land or to purchase or enhance vehicles or equipment you must comply with our additional capital grant conditions;
 - 4.4. we will not increase the grant if you spend more than the agreed budget on your project and we can only guarantee the grant as long as the National Lottery continues to operate and we receive sufficient funds from it;
 - 4.5. the grant comes from public funds and you will not use it in a way which does not comply with the UKs international subsidy control commitments effective from 1 January 2021. If the grant is deemed to be unlawful subsidy, you will repay the entire sum immediately. If you are concerned about subsidy control commitments, you will seek independent legal advice;

- 4.6. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law; and
- 4.7. 4.7. These terms and conditions will continue to apply for (i) one year after payment of the last grant instalment; or (ii) until the project has been completed; or (iii) for as long as grant monies remain unspent, whichever is the longer. Clauses 1.4, 1.11, 1.12, 1.13, 1.14, 1.15, 1.18, 1.19, 1.20, 1.21, 1.22, 2.2, 2.3, 2.4, 4.3, 4.5, 4.6 and 4.7 shall survive termination or expiry of these terms and conditions.

Climate Action Fund

Capital terms and conditions for grants relating to property, vehicles and/or equipment

‘we’ ‘us’ and ‘our’ means the National Lottery Community Fund and includes our employees and those acting for us.

‘you’ and ‘your’ refer to the organisation receiving the Capital Grant.

‘Asset Liability Period’ has the meaning given in paragraph 11.

‘Capital Grant’ means the grant awarded to you by us for the Project as set out in the Grant Agreement.

‘Grant Agreement’ means the grant offer letter addressed to you and from us which you have signed and accepted, and which incorporates these terms and conditions (with any special conditions we have agreed).

‘Project’ has the meaning given to it in the Grant Agreement.

‘Practical Completion’ means the later of i) the date that a certificate of practical completion (or its equivalent) is issued for any building work or ii) the date the Property is ready for the use described in the Grant Agreement. If the Project involves more than one certificate of practical completion, it will be the date of the final certificate.

‘Property’ means the land and/or buildings to be acquired and or developed as part of the Project.

1. If any part of the Capital Grant is to buy or build, refurbish, extend or alter a Property, these standard terms and conditions will apply to your Grant in addition to all other conditions we have required of you.
2. You must own either the freehold or leasehold interest in the Property before we release more than 5% of the Capital Grant.
3. You understand and accept that we will require security over the Property to secure repayment of the Capital Grant in appropriate circumstances. Usually this will be:
 - 3.1. a legal charge in our standard form; or
 - 3.2. a deed of dedication in our standard form, to include: i) if the Property is registered, a restriction on title to be registered at the Land Registry, or ii) if the Property is unregistered, a land charge at the Land Charges Department.

If we have asked for security, you understand that we will not pay more than a maximum of 5% of the Capital Grant until we have received satisfactory proof of ownership and the security documents completed to our satisfaction.

4. You confirm that you do not have any undisclosed loans secured against the Property and that you will not take out any loans secured against the Property unless you receive our agreement in writing first.
5. If any part of the Project is to acquire, refurbish or build upon Property (including any extension or alteration(s) to building(s)), you will send to us the following documents:
 - 5.1. a surveyor's report on the condition of the Property, its value and whether it is suitable for the Project;
 - 5.2. confirmation by your solicitors that all necessary consents for the development and/or use of the Property for the purposes of the Project have been obtained and satisfactory evidence that all pre-commencement conditions (issued by the relevant Planning Authority) have been satisfied in full;
 - 5.3. if the Capital Grant is £50,000 or over for a purchase or if it is £100,000 or over for a refurbishment or development, a satisfactory certificate of title (if requested) completed by your solicitors (in the form which we will supply);
 - 5.4. a breakdown of the various strands of the Project, the land owners, who will be delivering each strand, and a breakdown of the revenue and capital costs of each strand. Whilst the Capital Grant for individual strands may be less than the thresholds set out in these terms and conditions, we will assess the overall Capital Grant of the Project to determine the security required, if any;
 - 5.5. if the Capital Grant is £100,000 or over, a deed of dedication and if the Property is registered, your solicitors' undertaking to register a restriction on title at the Land Registry or, if unregistered, a land charge at the Land Charges Department;
 - 5.6. if the Capital Grant is £500,000 or over and you are not a statutory body (whose constitution prevents the giving of security), a signed legal charge and your solicitors' undertaking to register it at the Land Registry or Land Register and at Companies House, (if appropriate); and
 - 5.7. if the Capital Grant is for £500,000 or over and you are not a statutory body (whose constitution prevents the giving of security), confirmation (by way of a legal opinion in the form which we will supply) from your solicitors, that you have the legal powers necessary to sign the documents and that the obligations will constitute valid legal and binding obligations on you enforceable against you in accordance with their terms.
6. If any part of the Project is to acquire, refurbish or build (including by way of extension or alteration(s)) upon leasehold Property, then you will ensure that the lease will be for the following minimum term of years from the date of Practical Completion:
 - 6.1. For a Capital Grant of up to £100,000: a lease of at least 5 years without a break clause;

- 6.2. For a Capital Grant of up to £500,000: a registered and assignable lease of at least 5 years without a break clause;
- 6.3. For a Capital Grant of £500,000 or more but less than £1 million: a registered and assignable lease of at least 10 years without a break clause;
- 6.4. For a Capital Grant of £1 million or more but less than £5 million: a registered and assignable lease of at least 15 years without a break clause;
- 6.5. For a Capital Grant of £5 million or more: a registered and assignable lease of at least 20 years without a break clause; and

you will send us a copy of the lease to approve, which must satisfy us that it is suitable security for the grant.

Where the Capital Grant is above £100,000 the lease of the Property must not be subject to forfeiture on insolvency provisions.

7. In addition to clauses 5 and 6, if all or part of your Capital Grant is to be used for **any building work** you understand and accept:
 - 7.1. that we will keep 95% of the Capital Grant until you have provided in a form which is completed to our satisfaction:
 - 7.1.1. evidence that you have received any necessary planning permission, listed building or conservation area consent and building regulations consent (or other applicable consents or regulations) required for the building work; and
 - 7.1.2. evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders to ensure value for money including for pre-tendered arrangements, evidence of the tender process identifying existing contractors and details of any mini-competition between pre-appointed building contractors and, in each case, evidence of a fair, transparent and documented process (compliant with any statutory requirements applicable to the building works).
 - 7.2. that we will make payments in stages when you receive builders' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices and/or certification in terms first approved by us;
 - 7.3. that we will keep 5% of the Capital Grant until we receive the certificate of Practical Completion. You will then send us the making good defects certificate, confirmation that you have obtained the building regulations completion certificate, and confirmation that you have obtained the buildings insurance certificate and any defects insurance and guarantees; and

- 7.4. that if you want to make significant changes to the scope of the building works, you must get our permission in writing first.
8. In addition to clauses 5 and 6, if your Capital Grant is for more than £100,000 and to be used for **any building work** you understand and accept that:
 - 8.1. we will keep 95% of the Capital Grant until you have provided in a satisfactory form:
 - 8.1.1. a copy of the tender review report for pre-tendered arrangements, evidence that demonstrates that costs have been market tested to confirm value for money;
 - 8.1.2. an up to date capital project cost summary, cash flow and programme;
 - 8.1.3. evidence that you have secured all the required partnership funding for the Project; and
 - 8.1.4. all the legal documents requested by us.
 - 8.2. you must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out;
 - 8.3. if structural work is necessary, you must employ a structural engineer;
 - 8.4. you will use building professionals that are fully qualified members of an approved professional body with the necessary experience and expertise for the Project and have all necessary professional indemnity insurance cover with indemnity limits appropriate to the nature of the Project and approved by us; and
 - 8.5. if building works come under the Construction (Design and Management) Regulations 2015 (as amended from time to time), you will confirm that you have appointed a planning supervisor and otherwise complied in full with the Regulations.
9. You understand that if you do not make payment claims for Capital Grant within three months of incurring the relevant capital expenditure, then we will proportionally reduce your Capital Grant in line with the actual capital expenditure incurred in the claim period.
10. You will not sell, lease, let, sub-let or otherwise dispose of or change the use of the Property without first obtaining our written consent, which may contain conditions which you will have to meet. If you sell or dispose of the Property, you may have to repay us all or part of the money you have received from us. The amount you repay will be in direct proportion to the share of the Project cost that came from us. If you sell the Property with our consent, it must be at full market value which you have demonstrated to our satisfaction.
11. We will continue to have an interest in the Property and you will supply information about and allow us to monitor and inspect the Property for the

following periods commencing from and including the date of acceptance of the grant offer letter:

- 11.1. for Capital Grants of up to £499,999, to and including the date which is 5 years after the date of Practical Completion;
- 11.2. for Capital Grants of £500,000 or more but less than £1 million, to and including the date which is 10 years after the date of Practical Completion;
- 11.3. for Capital Grants of between £1 million and £4,999,999, to and including the date which is 15 years after the date of Practical Completion;
- 11.4. for Capital Grants of £5 million or more, to and including the date which is 20 years after the date of Practical Completion,

defined as our 'Asset Liability Period'.

PROVIDED THAT if all or any part of the Capital Grant has become repayable, or any other amount has become due from you to us, and the relevant amount has not been paid on the date when the Asset Liability Period would otherwise end in accordance with this clause 11, the Asset Liability Period shall continue until the date all amounts due to us have been paid in full.

12. During the carrying out of any building works you will procure that the building contractor(s) will at all times:
 - 12.1. maintain an 'all risks' insurance policy covering the usual risks in respect of the building works, their carrying out and all unfixed goods and materials in connection with the building works for, in every case, the full reinstatement or replacement costs;
 - 12.2. if requested, supply evidence to us of the insurance policy;
 - 12.3. if any of the building works or any materials or goods required for the works are destroyed or damaged, make a claim under the insurance policy and use any proceeds for rebuilding, reinstatement or replacement of the works; and
 - 12.4. not do or permit anything which may render the insurance policy void or voidable.
13. You will pay and indemnify and keep us indemnified from and against all loss damage costs claims and any liability and expense in respect of any injury to or the death of any person damage to any property movable or immovable pollution or sign of likely pollution or disturbance or destruction of any rights easement or privilege or otherwise by reason of or arising out of the erection and completion of any building works or the condition existence or user of the works.
14. You will permit us to enter the Property to view the state and progress of the building works provided that we are accompanied by your representative or contractor, we shall not interfere with progress of the building works and we

will make any communications and representations only to you and not direct to your contractor.

15. In exceptional circumstances, we may permit works to land which is owned by a third party or multiple third parties. If we approve this, you will enter into agreements with each land owner. Any third party land owner agreements must be provided to us for approval and must include the following:

- 15.1. Details of the parties;
- 15.2. Confirmation of how the Property is held (freehold or leasehold);
- 15.3. A description of the Property (including plans);
- 15.4. Covenants on the part of the land owner to maintain the Property and ensure continued use of it for the duration of the Asset Liability Period in accordance with the terms of the Capital Grant; and
- 15.5. A provision that any onward disposal of the Property should be subject to the third party land owner agreement.

All third party land owner agreements should be completed and in place before any funds are released for work on each plot of land owned by a third party. Where the land is held in multiple ownership, you must keep a clear record of all third party land owners and provide agreements for each plot where capital works will be carried out.

16. If your Capital Grant is to fund the purchase or enhancement of vehicles or equipment, the following conditions will apply:
 - 16.1. You must provide us with evidence that the vehicles or equipment are validly owned by you;
 - 16.2. You must retain the vehicles or equipment for the duration of the Project and use them only for the Project;
 - 16.3. You must not sell or dispose of the vehicles or equipment during that time without first obtaining our written consent and if required, you must pay us a share of the proceeds from any disposal; and

You must keep the vehicles or equipment safely, in good repair and condition and adequately insured for the duration of the Project.



Project ID: 20194363

07/12/2023

Dear James,

This addition to the grant offer letter for Ouse Valley Climate Action (OVCA) project ID 20194363 has been included at the request of South Downs National Park Trust to release isolated amounts of capital funding to allow specific areas of project activity to be delivered where ready, and to limit delays.

Where the conditions of this grant are satisfied in relation to individual workstreams, we may at our discretion agree to release funds for that workstream ahead of any others. Where this is agreed, this is strictly on the understanding that only the agreed grant funding, including the capital funding for that particular workstream, will be available and not the rest of the grant until all conditions have been satisfied.

You will continue to be responsible for meeting all terms and conditions of the grant, and the Fund's terms and conditions will apply jointly and severally to each of the workstreams. Agreement to begin each of these workstreams must be obtained from your grant manager (Leah Furniss) prior to beginning any capital works.

Provided the above terms and conditions are met, this addition to your grant offer letter gives permission to South Downs National Park Trust as lead grant holder to:

- Undertake capital project work on an individual basis as outlined in the attached table, commencing with Strand three December 2023.

As per original grant terms and conditions capital money is released retrospectively upon production of invoices, receipts etc. for capital purchases.

This letter is supplemental to the grant offer letter dated 15 July 2022 and the provisions contained within that letter and the original terms and conditions continue to apply.

If you have any questions relating to the above, please contact Leah Furniss at Leah.Furniss@TNLCommunityfund.org.uk

No.	STRAND	SITE	LANDOWNER OF SITE	TITLE NUMBER OF SITE
1	Nature Recovery	Minor interventions across the project area, e.g. tree planting, pocket orchards, wilder gardens	Various e.g. Parish Council, Highways, farmer.	
2	Creation of public gateway from Peacehaven to South Downs	Centenary Park, Peacehaven	Peacehaven Town Council (999 year lease from Southern Water)	
3	Denton Community Garden-design accessible wildlife-friendly garden	Denton Community Garden, Newhaven	Newhaven Town Council - to licence to Denton Community Garden team	ESX200273 - NEWHAVEN TOWN COUNCIL;
4	Friends of Sutton Down, Seaford – engaging in growing and harvesting food	Sutton Downs Growing Project, Seaford	Lewes District Council	ESX289765 - LEWES DISTRICT COUNCIL;
5	Greenhavens Wilder Gardens – upskilling residents	N/A – revenue only project	N/A – revenue only project	
6	Peacehaven Community Orchard	Centenary Park, Peacehaven	Peacehaven Town Council (999 year lease from Southern Water)	
7	River Ouse Protectors	N/A – revenue only project	N/A – revenue only project	
8	Roots Rising	The Peverells, Seaford	Lewes District Council	ESX17073 (*APPLICATIONS PENDING**); LEWES DISTRICT COUNCIL;
9	Seaford Community Partnership – Ouse Estuary Nature Reserve development	Ouse Estuary Nature Reserve, Seaford	N/A – revenue only project (capital component to follow lottery funding)	

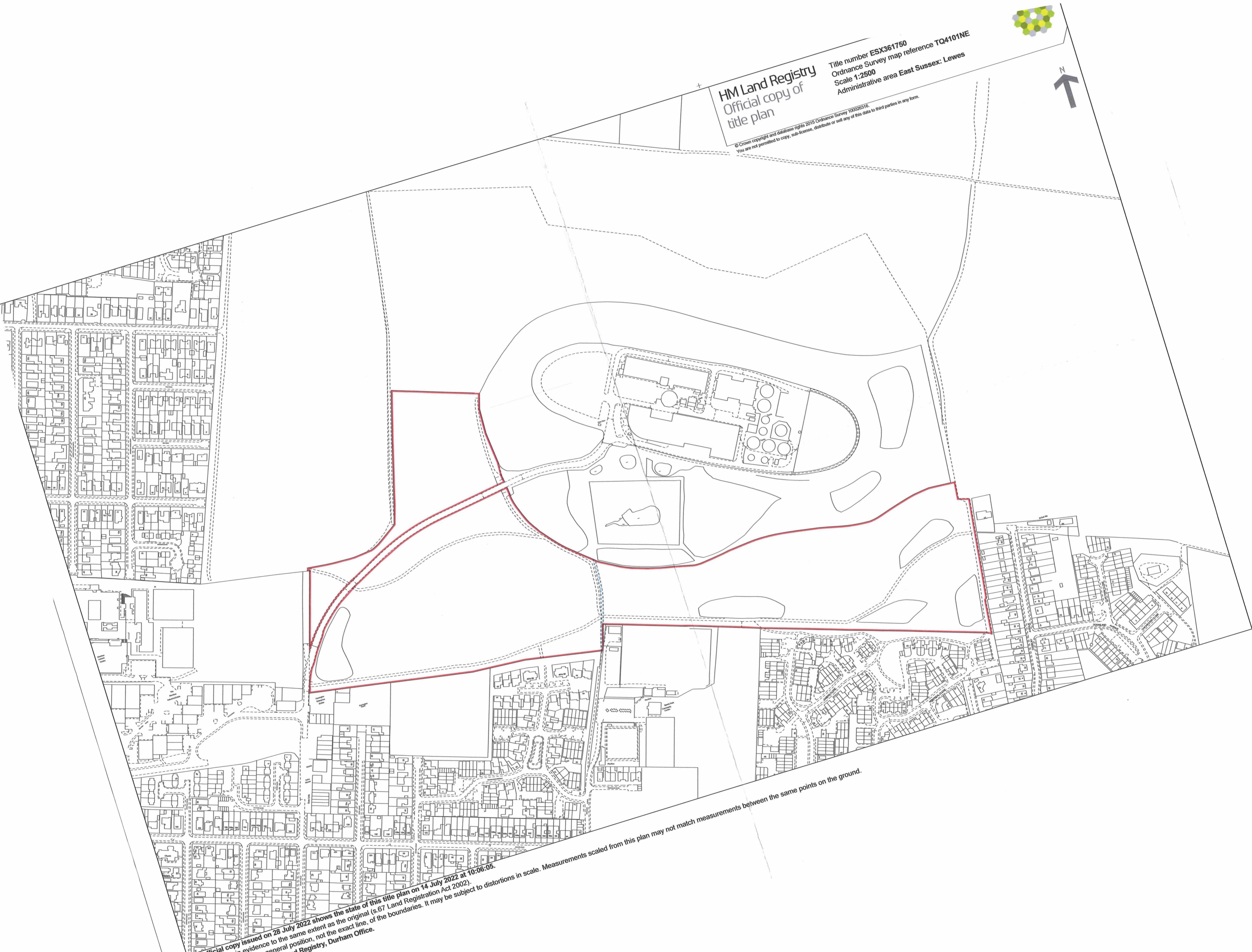
10	Seaford Community Partnership – development of community cycling and walking activities	Seaford	N/A – revenue only project	
11	Seaford Community Partnership – Trees for Seaford / On the Verge / Nature Streets	Multiple roadside verges etc in Seaford	Various. Seaford Town Council/Highways	
12	Seaford Community Partnership-Development of Cliff Garden	Cliff Gardens, Seafront, Seaford	Youth Hostelling Association** OCEs state Lewes DC but Sols state Seaford Town Council (pursuant to Transfer of Assets dated 18.12.2003)	SX4608 - LEWES DISTRICT COUNCIL
13	South Downs YHA Southease – restoration of ponds	YHA, Southease	Youth Hostelling Association	
14	Mapping – digital project	N/A	N/A	



HM Land Registry
Official copy of
title plan

Title number ESX361750
Ordnance Survey map reference TQ4101NE
Scale 1:2500
Administrative area East Sussex: Lewes

© Crown copyright and database rights 2018 Ordnance Survey 100026316.
You are not permitted to copy, sublicense, distribute or sell any of this data to third parties in any form.



This official copy issued on 28 July 2022 shows the state of this title plan on 14 July 2022 at 10:06:05.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

HM LAND REGISTRY USE ONLY
Record of fees paid

Particulars of under/over payments

Reference number
Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the attached plan'.

Complete details of charge if appropriate.

To find out more about our fees visit www.gov.uk/government/collections/fees-land-registry-guides

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

1	Local authority serving the property:				
2	Title number(s) of the property:				
3	<p>Property:</p> <p>The restriction applied for is to affect</p> <p><input type="checkbox"/> the whole of the registered estate</p> <p><input type="checkbox"/> the part(s) of the registered estate as shown:</p> <p><input type="checkbox"/> the registered charge(s) dated _____ in favour of: _____</p>				
4	<p>Application and fee</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Application</th> <th style="width: 30%;">Fee paid (£)</th> </tr> </thead> <tbody> <tr> <td>Entry of restriction</td> <td></td> </tr> </tbody> </table> <p>Fee payment method</p> <p><input type="checkbox"/> cheque made payable to 'Land Registry'</p> <p><input type="checkbox"/> direct debit, under an agreement with Land Registry</p>	Application	Fee paid (£)	Entry of restriction	
Application	Fee paid (£)				
Entry of restriction					

List the documents lodged with this form. If this application is accompanied by either Form AP1 or FR1 please only complete the corresponding panel on Form AP1 or DL (if used). Original documents are only required if your application is a first registration, when we will return the originals if a certified copy has been supplied. If your application is not a first registration then we only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

Provide the full name(s) of the person(s) applying to enter the restriction. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

This panel must always be completed.

A key number is only available to professional customers, such as solicitors.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions. However if you insert an email address, we will use this whenever possible. Where an application is lodged by e-DRS all documents and correspondence will be dealt with electronically.

We will only issue warning of cancellation letters to conveyancers if an email address is inserted.

5 Documents lodged with this form:	
6 The applicant:	
7 This application is sent to Land Registry by <input data-bbox="662 660 1428 705" type="text" value="Key number (if applicable):"/> Name: Address or UK DX box number: Email address: Reference:	
Phone no:	Fax no:

You must place 'X' in only one box in this panel. See Practice Guide 19 if you are unsure which option you need to select.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose evidence of the applicant's entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent with this application. HM Land Registry may destroy documents after scanning.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent and evidence of entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

8 The applicant is entitled to apply for a restriction because

(A) Applicant is the registered proprietor

The applicant is the registered proprietor of the estate/charge referred to in panel 3

(B) Applicant is entitled to be registered as the proprietor

Evidence of that entitlement accompanies this application

I am the applicant's conveyancer and certify that I am satisfied that the applicant is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of the applicant's entitlement, or an application for registration of the applicant as proprietor is pending at Land Registry

(C) Application made with the consent of the registered proprietor

The relevant consent accompanies this application

I am the applicant's conveyancer and certify that I hold the relevant consent

(D) Application made with the consent of person entitled to be registered as proprietor

The relevant consent and evidence of that entitlement accompany this application

I am the applicant's conveyancer and I certify that the relevant consent accompanies this application.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

I am the applicant's conveyancer and I certify that I hold the relevant consent.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

(E) Other evidence in support of applicant's claim

None of the above statements applies but the applicant has the following sufficient interest in the making of the entry of the restriction applied for in panel 9

The applicant has made the statement in panel 12

I am the applicant's conveyancer and I certify as to the applicant's interest in panel 13

Set out in full the wording of the restriction required. For standard form restrictions, also insert the reference letter(s) of the form. For non-standard form restrictions delete the words in square brackets. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. Further guidance is contained in Practice Guide 19.

You must set out the wording of the restriction in full, unless you are applying for a standard form of restriction that has no variable content.

You must include the address(es) for service where a standard form of restriction requires an address to be included or where any other restriction requires a consent or certificate to be provided, or notice to be served on the restriction. Each restriction may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

If the restriction refers to a registered company or limited liability partnership incorporated anywhere in the United Kingdom include the registered number (including any prefix) immediately after the name of the company. For an overseas company include the territory of incorporation and if its particulars are registered at Companies House, state the registered number in England and Wales.

If a conveyancer is acting for the applicant, that conveyancer must sign. If no conveyancer is acting, the applicant (and if more than one person then each of them) must sign.

The conveyancer must sign if they have given one of the certificates referred to in panel 8.

See panel 8.

9 The applicant applies to enter a restriction [in standard form] against the estate/charge referred to in panel 3 in the following words:

10 Signature of applicant or their conveyancer: _____
Date:

11 I/We consent to the entry of the restriction specified in panel 9 against the estate or charge referred to in panel 3.

Print full name	Signature
1.	1.
2.	2.
3.	3.
4.	4.

Only complete this panel if you have completed option (E) in panel 8. If a conveyancer is lodging the application, the conveyancer may either complete panel 13 and leave this panel blank, or may arrange for the applicant to complete this panel.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

Only complete this panel if you have completed option (E) in panel 8 and a conveyancer is lodging the application.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

12 The applicant states that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of applicant:

13 I certify that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of conveyancer:

The conveyancer's full name is:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Section 77 of the Land Registration Act 2002 imposes a duty not to apply for the entry of a restriction without reasonable cause; anyone in breach of this duty may be liable to damages to anyone who suffers loss in consequence.

CERTIFICATE OF TITLE
ENGLAND & WALES

Is the Grant Recipient the same as the Landowner?

Yes

No

Name of Landowner

Address of Property

Name of Grant Recipient

 ("the Property")

Project Name

URN

 ("the Project")

TRANSACTION: Legal Charge/ Deed of Dedication

Shown edged red on attached plan

Yes

SECTION 1 – GENERAL

G1. Is the property concerned freehold or leasehold?
(If leasehold, please also complete Section 2)

Freehold

Leasehold

G2. Is the property registered at the Land Registry?

Yes - The title to the property is registered at HM Land Registry under title No []
with absolute title.

No - The title to the property is unregistered and is not subject to first registration.

G3. Does the Landowner have a good and marketable title to the property free from:

Yes

No

- Any lease, charge, mortgage or lien;
(if **No**, please disclose in the schedule)?

- Easements, covenants or other matters which are onerous or unusual
(if **No**, please disclose in the schedule)?

G4. Does the Landowner hold the entire legal and beneficial interest

in the property? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
G5. Does the property have the benefit of all rights, easements and wayleaves (including right of access and support) necessary for the use and enjoyment of the property for its existing use and for the delivery of the project together with all usual services? (If No , please disclose in the schedule)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SECTION 2 – LEASEHOLD		
L1. Please confirm the following lease terms:		
• The length of the lease	<input type="text"/>	
• The commencement date	<input type="text"/>	
• The annual rent	<input type="text"/>	
• Parties to the lease	<input type="text"/>	
	Yes	No
L2. Is the Leaseholder the same as the Grant Recipient? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L3. Does the lease contain adequate provision for the management, maintenance And repair of common parts, common services and any amenity area? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L4. Does the lease contain any provision for forfeiture on any ground other than non payment of rent or breach of covenant by the tenant? (if Yes , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L5. Is the right of the Leaseholder to assign, charge or underlet unfettered? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
L6. Is the insurance of the property controlled by the Leaseholder?	<input type="checkbox"/>	<input type="checkbox"/>
If No , does the lessor's insurance cover the replacement value of the property	<input type="checkbox"/>	<input type="checkbox"/>

and is the lessor obliged to apply insurance monies to reinstatement?

L7. Are there any outstanding rents or other charges due under the lease?
(if **Yes**, please disclose in the schedule)

L8. Are any of the tenants covenants unusually onerous?
(if **Yes**, please disclose in the schedule)

L9. Does the lease contain any provision for the review of rent?
(if **Yes**, please disclose in the schedule)

L10. Does the lease contain any options to determine?
(if **Yes**, please disclose in the schedule)

L11. Have Section 24 to 28 of the Landlord and Tenant act 1954 been excluded
in relation to the tenancy created by the lease?

We confirm that we have fully investigated the title of the property and we have made all the usual and prudent searches and enquiries with regard thereto (save as disclosed in the Schedule) and certify that the information given is correct.

We [are solicitors holding professional indemnity insurance cover of £ [redacted] and we]* acknowledge that the Big Lottery Fund is relying on this Certificate for the purposes of the Transaction in connection with the proposed grant of monies to [insert name of Grant Recipient] in connection with the Project and we certify that the matters referred to in the schedule do not disclose matters which in our/my opinion would prevent the Project being delivered in full and in accordance with the Fund's terms and conditions of grant.

Signed

Dated

Name of Practice

Address

* This can be deleted by the in-house legal department of a statutory authority

DISCLOSURE SCHEDULE

If there are any matters to disclose in this Schedule, then those matters and any documents attached relating to such matters must be certified as showing no adverse entries or disclosing matters which would prevent the Project being delivered in full and in accordance with the Fund's terms and conditions of grant.

Dear George,

Thank you for your email.

When a grant is being made for a specified purpose which relates to an area of land owned by the Council or the organisation that applies for the Grant the terms upon which the grant is made are secured against the land by a Deed of Dedication.

The Deed sets out the terms upon which the Grant is made, and includes the terms upon which it can be repaid in the event of a breach of the conditions of the Grant.

It is not a charge on the land, as the Council is unable to mortgage or charge an individual property. The liability to repay is that of the Council and not attached to any specific area of land. A restriction will be placed against the land to ensure that it cannot be sold or leased without notification to the funder, who then has the right to require repayment.

The Council needs to be satisfied that it can carry out the project and that adequate funding is in place. There is no obligation on the funders to increase the amount of their grant and any shortfall has to be made up by the Council from its own funds.

The grant conditions are designed for organisations generally and many of the conditions relating to accounting and other general matters will be in place by virtue of the Council being a local authority.

If there are any queries please contact me. If you require a more detailed analysis of the documents', this is outside the SLCC advice scheme and will incur a fee of an amount to be advised.

Yours sincerely

A solid black rectangular box used to redact the signature of the consultant.

Consultant

Form Guidance:

- The form is in 2 parts; Sections A-C collect information to help us understand your organisation and your project, sections D-F (on the 'Project Costs' tab) ask for details about the cost of your project.
- Please complete all yellow boxes and provide as much information as possible.
- If you require support to complete the form, or have any queries, please email OuseValleyCARES@southdowns.gov.uk or contact a member of the project team (details at the end of the Project Costs tab).
- To add multiple lines within a box, hold down the 'Alt' key and press 'Enter'.
- Instructions regarding how to submit your completed form are at the end of Project Costs tab.

Section A: General Questions

This section is to help us understand more about your group/organisation and what you want to achieve.

1 Group or organisation name	Peacehaven Town Council
2 Type of organisation [Please select from drop down list] If not listed above, please enter organisation type here:	Council
3 If a charity, please give your registered charity number	
4 Main contact name	
5 Position in group/organisation (if you have one)	Town Clerk
6 Group or organisation address	Add1: Meridian way Add2: Town: Peacehaven County: East Sussex Postcode: BN10 8BB
7 Email address for correspondence	townclerk@peacehaventowncouncil.gov.uk
8 Town or Village Name	Peacehaven
9 Area within Town/Village (if applicable)	Centenary Park
10 Please tell us about the main audiences you work with [e.g. Primary age children, Secondary age children, elderly people, residents of Landport estate]	All residents of Peacehaven
11 Can you reclaim VAT on purchases your group or organisation makes? [NB: This is most likely to only apply to larger charitable organisations.]	Yes
12 If you answered YES to the above, what proportion of VAT is irrecoverable? [This element may be eligible for grant funding.]	All of it
13 Does your group/organisation need any support - other than funding - to keep operating or to develop? [For example help to find or train volunteers or trustees, support to develop a constitution or operating procedures, training in use of particular equipment or writing risk assessments etc.]	No

Section B: Your Project

Tell us as much about your project aims as possible. We are particularly keen to understand how your project fits with the aims of the Ouse Valley CARES Project.

14 What is the name of your project? [If it is the same as your group name, please leave blank]	Gateway to the South Downs (Centenary Park)
15 Which theme does your project fit with? [Please select from drop down list]	Protecting & regenerating habitats/green space/species
16 Where will your project take place? [e.g. building, park name - or town/village]	Centenary Park, Peacehaven
17 Do you own the site where the project will take place?	999 year lease
18 If you don't own the site, who does? [e.g. Town Council]	Southern Water
19 Do you have the landowner's permission for the project to go ahead?	Yes - implicit in the lease
20 Does your project require any other permissions? [e.g. planning permission, consent from Natural England]	No
21 If you answered yes to the above question, have you sought this permission/when do you expect to get it?	
22 Do you have sufficient insurance cover to carry out the work (if applicable)?	Yes
23 Please explain your project - ideally, keep to under 200 words, but don't worry if you need to say more. [What will your project do? How will it make your community more resilient in the face of climate change, reduce your carbon footprint and/or tackle biodiversity loss?]	This project involves planting native deciduous trees in an avenue leading walkers to the gateway (into the South Downs). Along with this, four themed mosaic sculptures will be used as way-marking posts to guide the local community onto the downland footpaths. A local mosaic artist will be commissioned to create this work and run workshops with the local community, specifically targeting local youths. The first post will be a totem pole with 3 fingers directing people to the paths. The last 3 will be animals or plants found on the Downs. A further interpretation panel about downland species and the network of footpaths will be installed at the gateway. A litter bin will be installed near the interpretation board at the entrance to the South Downs.
24 Who will benefit from this project? Please mention the area and type of beneficiary [e.g. children in Seaford, all residents in Barcombe]	All residents of Peacehaven and visitors.
25 How many people will benefit from your project? [Please explain how you have worked out/estimated this]	50,000 potentially
26 When would you like your project to start? [Please select from drop down list]	Year 1 - 2022
27 How long will your project run for? [e.g. Years 1-3, a one-off piece of work in Year 3 only, every winter, ongoing etc]	1 year
28 How much funding do you think you will need from Ouse Valley CARES for your project? [Please enter an amount in £. This may not be the full cost of your project. You will be asked to enter your project costs in Section D.]	Total costings are: £33,900 excluding VAT

29 If you have done any consultation with people about your project, please tell us about it here. If you have a survey or report you can share, please email it to OuseValleyCARES@southdowns.gov.uk.

This is included in the Neighbourhood Development Plan who have consulted widely.

Section C: Volunteers

Please tell us about any volunteers your project will require.

30 Will your project involve using volunteers?

Yes

31 If yes, what will they be involved in doing?

[E.g. giving advice, running a pop-up event, conservation work. Be as descriptive as possible.]

Engaging multi-generational members from the community with an emphasis of working with the local teenagers

32 How many UNSKILLED volunteer days do you think your project will involve and when?

[Unskilled volunteers are doing more general tasks that don't require any particular training or knowledge beforehand. Be as descriptive as possible - e.g. 10 people for 1 day in year 1.]

Up to 10 sessions to make the art installation (sign posts).

33 How many SKILLED volunteer days do you think your project will involve and when?

[Skilled volunteers are doing tasks that require a level of expertise - e.g. leading a wildlife gardening workshop. Be as descriptive as possible.]

None

34 Will you or volunteers require training in order to deliver this project? If so what training?

[If you haven't already included training costs, please add them in the Project Cost Section D on the next tab.]

Yes, as a part of the workshops creating the signposts, volunteers will be provided with all necessary training including health and safety and the use of tools.

35 How many PROFESSIONAL volunteer days do you think your project will involve and when?

[Professional volunteers are people giving their time for free - e.g. a film maker, solicitor, ecological consultant. If you are going to need to pay the person, include their time in the costs table above. Be as descriptive as possible.]

None

Next, please enter the Project Costs on the next tab.

Section D: Project Costs

Section Guidance:

- If you know how much your project will cost, please give us as much information as you can under the headings below. **If you would like help to work out the costs of what you want to do, please ask us and we will be happy to assist you.**
- The project duration is expected to be 3 years. If possible, please indicate where your costs will occur within the 3 year project period.
- Please do not include VAT.
- Please do include any items that might need to be purchased - even if you think you might get them donated from elsewhere. E.g. if you need 10 trees, include their value, even if you think you might get them donated by a local company.

Cost category	Description [Please give as much detail as you can. E.g. 20 disease resistant elm trees, costs for 2 volunteers to achieve level 3 Forest School training, 2 folding tables]	Cost £ [Please <u>do not</u> include VAT]	When will this spend take place? [Year 1 - 2022, Year 2 - 2023, Year 3 - 2024]
Equipment & materials e.g. tools, trees, plant pots, fencing materials, PPE, information boards, catering equipment.	20 x standard containerised trees including stakes, steel tree guards, watering tube and mulch, 1 x interpretation panel, 4 x mosaic sculpture way-marking posts and a litter bin.	£30,000.00	Year 1
Contractor costs Note: this funding cannot cover large capital costs (e.g. a cycle path), however it can support the costs of specialist support to deliver your project (e.g. contractor to install a water pipe, remove silt from a pond etc).	Water, weed and check stakes for a period of 3 years, water young tree in pit via watering tube applying a minimum of 60 litres per visit per season. For a period of 3 years seven visits per year, combined weeding, tie and stake checking.	£3,000.00	Year 1 to year 3
Professional fees e.g. speaker, photographer or film maker, ecologist.	Archeological inspection/testing	£500.00	
Event/activity costs e.g. venue hire, bike hire, refreshments.			
Training costs eg. Course fees for a volunteer, or the costs of putting on a training session for the public/volunteers/schools.			
Promotion & publicity e.g. printing a leaflet or flyer, booking an advert in the paper.	Grand opening, flyers, posters, tab in the café	£400.00	
Travel & Expenses e.g. for volunteers, or to allow people on low incomes to access training.			
Other Any other costs not covered above. Please add further lines below if you need to.			
Total cost		£33,900.00	

Section E: Any other income

Please enter any other income or contributions from other sources towards your project. E.g. a donation of materials, trees or tools, a cash grant or a contribution from your own funds, use of an event space for free.

Income/Contribution Type [e.g. Grant, contribution from own funds, donation of goods/services]	Income Source [e.g. Grant from Sussex Community Foundation / hire of a meeting room]	Income Amount [e.g. if you are hiring out a meeting room that costs you nothing, how much income will this be for your project?]	Other Comments
Staff time to plant trees	Peacehaven Town Council	1,600.00	Estimated 40 hours

Section F: Any other comments

Please enter any other comments you wish to make about your project below.

How to Submit your completed form*

By Email to: OuseValleyCARES@southdowns.gov.uk

By Post to: FAO Tracey Younghusband
Sussex Community Development Association
Denton Island Community Centre
Denton Island
Newhaven
BN9 9BA

** In submitting your form, you are authorising the Ouse Valley CARES Project Team to hold your contact details and project information for the duration of the project. See 'What happens to my data' on the 'Instructions & FAQ's' page.*

Ouse Valley CARES Project Team | Email: OuseValleyCARES@southdowns.gov.uk
SDNPA Project Development Officer: Stephanie Mills - 07387 419753 | **SCDA Senior Community Development Worker:** Tracey Younghusband - 07542 305420

Agenda Item: LA618

Committee: Leisure, Amenities and Environment

Date: 19th October 2021

Title: Gateway to the Downs (Ouse Valley Cares)

Report Authors: Councillor Sue Griffiths

Purpose of Report: To Note

Introduction

Peacehaven Town Council has been committed to this project since 2018. The creation of the Ouse Valley Cares Lottery Bid was delayed by the restructuring of the relevant partners. Eventually two Officers were employed to take the lottery bid forward. Stephanie Mills, Project Development Officer from the SDNPA and Tracey Younghusband Senior Community Development Worker from SCDA.

Background

Peacehaven Town Council originally applied for funding for trees leading from Centenary Park to the entrance to the South Downs National Park at the east end of the park but two Finger Posts and an Interpretation Board have been added to the bid and costs are being worked out.

A meeting is scheduled for the morning of the 19th of October where the fully costed submission will be finalised.

Analysis

The necessary work has been nearly completed.

The Ouse Valley Cares Lottery bid is scheduled to be completed and submitted to the Lottery Board in January 2022 and if successful the funding will be available in 2023.

Any PTC signage proposals can be linked to the proposed signage in the lottery bid.

Conclusions

The funding application is a good example of partnership working which can bring benefit to residents and the biodiversity of the town.

Recommendations

Committee is asked to note this report.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	Grounds staff to plant trees.
<u>Legal</u>	n/a
<u>Health & Safety</u>	n/a
<u>Planning</u>	No planning application needed
<u>Environmental and sustainability</u>	It will encourage more people to access the South Downs on foot.
<u>Crime and disorder</u>	n/a
<u>Social value</u>	Designed to encourage walking and cycling through a link to the SDNP
<u>Climate</u>	The planting of any trees is beneficial in the reduction of CO2

Appendices / Background papers

COPY

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Policy & Finance	Agenda Item:	PF1026
Meeting date:	9 th July 2024	Authors:	Parks Officer/ Town Clerk
Subject:	Ouse Valley Climate Action (OVCA) project		
Purpose:	To agree		

Recommendation(s):

To agree to proceed with the OVCA project and to recommend to Full Council that the Clerk be instructed to fill out the required forms, execute the agreements, and provide any information as requested by the project.

1. Background

Peacehaven Town Council has been committed to OVCA project since 2018.

The Town Clerk has received the following email from the South Downs National Park regarding the successful bid.

I write further to previous correspondence in this matter. In order to proceed, the Lottery Fund's solicitor requires the following:

a) Certificate of Title for each parcel of land on which capital works are being undertaken. A certificate of title is a document provided by a conveyancing solicitor which confirms certain statements about a property. The certificate of title for the land owned by Peacehaven Town Council will need to be provided by a solicitor acting on behalf of Peacehaven Town Council. The solicitor giving the certificate will need to certify that they have fully investigated the title of the property and made all the usual and prudent searches and enquiries with regard thereto and certify that the information given in the certificate is correct.

Please instruct a solicitor to prepare the certificate of title (in the form attached) for the land owned by Peacehaven Town Council.

b) Tripartite Deed of Dedication – a tripartite agreement in the form shown attached to be made between Peacehaven Town Council (as the land owner), the grant recipient (South Downs National Park) and the Lottery Fund.

c) Signed Land Registry form RX1s (to allow a restriction to be entered on the title to each parcel of land) will be required from Peacehaven Town Council.

d) Plans showing the land within Peacehaven Town Council's ownership on which capital works are being undertaken.

e) Copies of the Land Registry title documents showing Peacehaven Town Council's ownership.

The text below is the wording from the original bid form showing what was intended to be placed in Centenary Park as part of the gateway to the downs.

This project involves planting native deciduous trees in an avenue leading walkers to the gateway (into the South Downs). Along with this, four themed mosaic sculptures will be used as way-marking posts to guide the local community onto the downland footpaths. A local mosaic artist will be commissioned to create this work and run workshops with the local community, specifically targeting local youths. The first post will be a totem pole with 3 fingers directing people to the paths. The last 3 will be animals or plants found on the Downs. A further interpretation panel about downland species and the network of footpaths will be installed at the gateway. A litter bin will be installed near the interpretation board at the entrance to the South Downs.

2. Options for Council

The Clerk to be instructed to fill out the required forms and provide any information as requested by the project, including executing the deeds with 2 Councillors to sign as witnesses.

3. Reason for recommendation

Peacehaven Town Council originally applied for funding for trees leading from Centenary Park to the entrance to the South Downs National Park at the east end of the park, but signposts and an Interpretation Board have been added to the bid.

The bid is fully funded by the lottery bid.

4. Expected benefits.

a. The community

The new signage and gateway to the downs will encourage residents to use the national park for walking and recreation.

b. The environment

Trees have been planted to direct residents on to the national park

c. Other

5. Implications

5.1 Legal	Executing the required deeds
5.2 Risks	Project plans
5.3 Financial	Lottery funded project
5.4 Time scales	
5.5 Stakeholders & Social Value	Yes
5.6 Contracts	
5.7 Climate & Sustainability	Tree planting
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	Disease resistant Elm trees planted
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices

COPY

Peacehaven and Telscombe Steering Group Neighbourhood Development

Notes 1st August 2024 Zoom Meeting.

Attendees George Dyson (Town Clerk) Stella Newman (Town Clerk) Cllr Cathy Gallagher (Chair)

Cllr. Laurence O'Connor (Vice-Chair) Cllr Kiera Garrett-Gordon.

1. Welcome

Cllr Gallagher welcomed everyone.

2. Apologies

Cllr Judd, Travelling

3. Minutes of Last Meeting 4th April 2024

Attention was directed to the last meeting attended by Michael Payne , Planning Policy Officer, LDC and Nancy Astley , Planning Consultant. Minutes agreed.

4. NDP Timeline update (Cllr Gallagher)

The Timeline issued to all Councillors at both Councils had been updated. Particularly to cover the early actions and The Hub as questions had been raised . Cathy Gallagher and Laurence O'Connor as Community Leaders were the only Steering Group members who had been on the whole NDP to date. Both became Councillors in May 2019.

CG had been Chair except for a short period when Cllr Judd took over and she retains many paper records as well as the digital documents and dedicated email for the Steering Group.

Cllr O'Connor asked if there were any questions . He emphasised that the Steering Group had always abided by the Standing Orders of both Councils and had never maintained their own Bank Account any grants had been held by Peacehaven Town Council and the RFO's of both Councils through Committees controlled payments.

There had been many challenges including the Town Clerk and then the Town Manager of both Councils leaving, and Covid.

The Government changed the method of calculating 5yr land supply for home building in 2018 . LDC had to re-do the Lewes Local Plan and the Peacehaven and Telscombe were asked not to allocate homes (target 255 new homes)

5. Michael Payne , Planning Policy Officer email 29th July 2024 (Cllr O'Connor)

Cllr O'Connor explained that Examiner had suggested that " A Strategic Environment Assessment and Habitats Regulations Assessments" should be carried out as it was sometime since such a report had been commissioned, He felt this was a great opportunity and that LDC would commission independent study by AECOM. AECOM are a multi-national company who employ specialist/expert planners. Government funded through Locality who are a not for profit administering allocations of funding to Qualifying Bodies.

Cllr Garrett-Gordon asked many questions as she had investigated on the internet. The concern being that a desktop study would miss the important habitats in the Valley Area. Cllr O'Connor explained that this study being suggested by the Examiner was last done in 1998 and was concerned with development effects in Peacehaven and Telscombe on Major European recognised habitat sites e.g. Ashdown Forest and Castle Hill.

He suggested that Lewes Local Plan was more appropriate to assess Valley Road area and that a Nature Designation for the area had been submitted to LDC.

6. " Questions of Clarification" Examiners comments and way forward. (Cllr O'Connor)
Chair pointed out time limitations and suggested that this item be reviewed in the light of LDC suggesting they would answer no 1-3 and SG deal with 4-12.
CG felt that the information required could be brought forward easily as much of the information was available in the evidence documents and Nancy Astley would be able to assess. Plans if to be done at the same standard as NDP Document should be done by Gaston Mallia who has access to geographical maps.

7. Engagement of Consultants .
Town Clerk, Telscombe Town referred all to Terms of Reference for SG
SG could authorise up to £100
To £500 to Policy and Finance
Over £500 to Full Council
In view of urgency 9th August deadline, she suggested email to Committees could be done.
Town Clerk , Peacehaven Town Agreed.
Chair to contact NA and GM to check availability and seek initial comments and estimates of time and costs.
All to be referred back to Town Clerks and Steering Group before commitment made.

8. Sharing of redacted Schedule 16 comments

Peacehaven Town Council had by resolution at Full Council issue under confidential cover to all Councillors the redacted Schedule of comments made at Schedule 16. The Planning consultant comments made on behalf of the Qualifying Body were also included.

Town Clerk (Peacehaven) explained that LDC had given advice as to how this should be dealt with.

Town Clerk (Telscombe) had expressed that as this was a joint plan , everything should be open and transparent between both parties .

The Town Clerk's will share information and the Telscombe Councillors will receive the same information under Confidential cover as the Peacehaven Councillors.

LDC will eventually issue a "Consultation Statement" for public information.

9. A.O.B

How to process comments back to Examiner was discussed.

Probably by email because of short time scale

Next meeting to be on Friday 9th August , time to be advised .

Cllr O'Connor to check availability of Michael Payne.

Stella Newman will be on holiday but confirmed meeting should go ahead without her.

Cllr O'Connor left the meeting approx.. 10mins from the end,

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Full Council	Agenda Item:	C1270
Meeting date:	15/08/2024	Authors:	Town Clerk
Subject:	Public Consultation on the Hub Building		
Purpose:	To agree		

Recommendation(s):

That Council agree to undertake a public consultation on the future of the Hub building.

1. Background

Peacehaven Town Council has been successful in a match funded CIL bid to replace the roof and heating system at the Hub, including installing solar panels, however, this is specific to these items and the Hub needs further improvements. It was agreed that the Council (primarily through the LA&E Committee), would look at making further improvements to the facilities.

2. Options for Council

To agree to undertake a public consultation on the improvements needed to the Hub.

To defer the item back to the LA&E Committee for further consideration.

3. Reason for recommendation

Undertaking a public consultation will ensure that the additional improvements the Town Council seeks to make on the building will be supported by the Peacehaven community.

4. Expected benefits

a. The community

A fit for purpose building that meets the needs of the community.

b. The environment

Decarbonisation measures already planned, additional measures could be considered.

c. Other

Information on what the Community wants.

5. Implications

5.1 Legal	N/A
5.2 Risks	Ensuring improvements are wanted.
5.3 Financial	Unknown at this stage
5.4 Time scales	ASAP
5.5 Stakeholders & Social Value	Users of Hub building, wider community
5.6 Contracts	N/A
5.7 Climate & Sustainability	Improvements identified
5.8 Crime & Disorder	Measures could include CCTV/ security provisions
5.9 Health & Safety	Risk Assessment for consultation
5.10 Biodiversity	N/A
5.11 Privacy Impact	Any personal data stored in line with privacy policy.
5.12 Equality & Diversity	Ensuring accessibility to event/ venue.

6. Appendices

Lewes District Council

Community Infrastructure Levy

Infrastructure Projects Funding Application Form 2024

1. Infrastructure Project Overview

Which pot is this bid applicable to?	<ul style="list-style-type: none"> <input type="radio"/> Strategic <input checked="" type="radio"/> Local Pot <input type="radio"/> Community <input type="radio"/> Community Small Projects
Type of Infrastructure item being bid for?	<ul style="list-style-type: none"> <input checked="" type="radio"/> Green infrastructure <input type="radio"/> Utilities <input type="radio"/> Modes of transport <input checked="" type="radio"/> Community facilities <input type="radio"/> Education <input type="radio"/> Health <input type="radio"/> Emergency services <input type="radio"/> Other
Project Title	<p style="text-align: center;">Community Hub Building Refurbishment Project</p>
Project Description	<p style="text-align: center;">Replacement of the roof and heating system at the Sports Pavilion/ Hub building in a sustainable way.</p>

Project Location:	Centenary Park, Peacehaven, Piddinghoe Avenue, BN10 8RJ
Project Contact:	Name: Town Clerk Address: Community house, meridian way, Peacehaven, BN10 8BB Telephone: 01273585493 Email: townclerk@peacehaventowncouncil.gov.uk

2. Project Planning

Has the project got all of the necessary planning permissions available? <i>(for example Listed Building Consent, Lawful Development Certificate)</i> <i>Does the project require planning consent?</i>	Planning permission should not be required as the proposed new roof is a like-for-like replacement in terms of height & style.
If you have Planning Permission or Listed Building Consent please list this here:	

If not, how far is it in the process? Was there any pre-app? What is the initial advice?	
If you have Building Regulations please give the Council Building Control reference of Approved Inspector Details:	
Which of the following applies:	<input type="radio"/> Landowner (<i>please supply title deeds and register</i>)
	<input type="radio"/> Leasehold (<i>leases over 7 years must be registered at the Land Registry – please provide this/ a copy of your lease/ or a license to occupy</i>)
	<input type="radio"/> Freehold (<i>please supply freehold title copies</i>)
	<input type="radio"/> Do not own the land (<i>please supply a license to occupy or landowner consent</i>)
<p>Has the appropriate land owner consent been sought if required?</p> <p><i>Please attach evidence of this to the application. For example Owner consents, copies of the lease, Land Title Deeds/license to alter</i></p>	N/A
What is the timescale for implementation of the project?	<input type="radio"/> 0-12 months <input type="radio"/> 1 year to 2 years <input type="radio"/> 2- 5 years <input type="radio"/> 5+ years

3. Project Funding

What is the total cost of the Infrastructure to be provided by the project? (£) <i>i.e the physical works</i>	£350,000			
How much are you seeking from CIL? (£)	£175,000			
Are you able to claim VAT back on any part of this project? If yes, can you confirm that VAT has been excluded from the amount of CIL Funds requested?	Yes			
Please list the sources and amounts of matched funding. <i>Please attached any evidence of matched funding to this bidding application</i>	Funding Source	Secured Yes/No	If not Secured when will this be confirmed?	Amount (£)
	Peacehaven town council CIL	Yes		£175,000
Is there is a day to day revenue cost associated with the project? If yes, please detail how this is to be funded.	N/A			
Have quotations been sought in respect of the proposed works/equipment?	Yes – a Quantity Surveyor has been engaged and provided outline costs for the proposed works. A copy of the report from the Quantity Surveyor is included.			

<p><i>Please provide evidence to detail the cost of the projects, and where possible more than 1 quote would be expected.</i></p>	
---	--

4. Project Management

<p>Who will manage your project and how they will ensure its delivery?</p>	<p>Peacehaven Town Council</p>
<p>Partners – Please list other organisations that will help deliver the project (if applicable)</p>	<p>Kaner Olette architects</p>
<p>If applicable, who will maintain the project in the future?</p>	<p>Peacehaven Town Council</p>

5. Links to other CIL Funding Regimes

<p>Does this project cover more than one CIL Charging Authority? (Please note that LDC CIL Covers areas outside of the SDNP)</p>	<p> <input type="radio"/> Yes <input checked="" type="radio"/> No </p>
--	---

<p>If the answer is “yes” please state which Authority</p> <p><i>(i.e South Downs National Park, Wealden, Mid-Sussex)</i></p>	
<p>Is matched funding being provided from the other Authority? Or has a letter of support been provided?</p> <p><i>Please attach relevant evidence to the bid application- for cross boundary infrastructure it is strongly advised to apply for matched funding from the relevant authority.</i></p>	

6. Bid Justification

<p>Does the project feature on the IDP (Infrastructure Delivery Plan)? If so which sections?</p>	<p>Community: Indoor Sports/Leisure Facilities</p>
<p>Does the project feature in a Neighborhood Plan?</p> <p><i>(if it does please provide references to which plan and section)</i></p>	<p>Yes – Policy PT16</p>
<p>Does the project feature in any other plan or document?</p> <p><i>If yes please detail which</i></p>	

<p>How will the proposal help address the demands of development in the area?</p> <p><i>(please discuss local and recent development relating to this project and how the development has led to a need for this infrastructure)</i></p>	<p>The increase in the population of Peacehaven from development has created a need for improved community facilities and a larger choice of activities.</p> <p>Over 400 homes have been built at Chalker's Rise which borders onto Centenary Park.</p>
<p>Does the project have the support of the community?</p> <p><i>Please detail what type of support and who from. i.e Letters, Community consultation.</i></p>	<p>There is a demonstratable increase in demand for hiring the Hub hall that has allowed us to identify the need for improvements.</p> <p>We are also in discussion with several local organisations about how they could use the space for the benefit of the Community.</p>
<p>Have S106 Funds been identified for this project?</p> <p><i>If so, please provide details of the development from where this comes from and amount.</i></p>	<p>No</p>

7. Project Barriers and Risk

Please show what barriers and risks apply	Yes	No	Unknown
Physical and environmental impacts (e.g. flood risk, contamination, topography, biodiversity, noise, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approvals and licenses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ownership, acquisition or compulsory purchase order issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dependency on other projects going ahead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any constraints are identified, please provide further details, including the extent to which the issues concerned can be overcome by mitigation

8. Environmental Impacts

<p>Will your project if implemented have a negative, positive or neutral environmental impact?</p>	<ul style="list-style-type: none"> <input checked="" type="radio"/> Positive <input type="radio"/> Negative <input type="radio"/> Neutral
<p>If there is anticipated to be an impact, please detail the level and type of impact this will have on the environment.</p> <p><i>Negative impact examples could include increase in carbon emissions, reducing green space. Positive impacts could include improving air quality, increase in biodiversity.</i></p>	<ul style="list-style-type: none"> • Reduced emissions by replacing the gas fired boiler. • Clean energy generation through Solar PV Panels.
<p>Please detail any mitigation measures which are to be used in the project to minimise any negative impacts to the environment?</p> <p><i>E.G Electric Vehicles, renewable energy sources, recycled products.....</i></p>	<p>New roof will be housing Solar PV Panels, new energy efficient heating system, increased insulation of the whole building</p>

9. Health Impacts

<p>Will your project, if implemented, have a negative, positive, or neutral impact on health?</p>	<p><input checked="" type="radio"/> Positive <input type="radio"/> Negative <input type="radio"/> Neutral</p>
<p>If there is anticipated to be an impact, please detail the level and type of impact this will have on people's health.</p> <p><i>Negative impact examples could include increased availability in exercise space, community groups etc.</i></p>	<p>Improvements will make the building a more usable space for community groups, users.</p>
<p>Please detail any mitigation measures which are to be used in the project to minimize any negative impacts to the people's health?</p>	<p>The new heating system will ensure a comfortable environment for users.</p>

10. Equality and Fairness

The Public Sector Equality Duty requires the Council, in the exercise of its functions and in its decision making, to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a characteristic and those who do not share it;
- Foster good relations between people who share a characteristic and those who do not share it.

There are nine protected characteristics covered by the Public Sector Equality Duty: age, disability, sex, pregnancy and maternity, gender reassignment, marriage and civil partnership, race, religion or belief and sexual orientation. We also recognise that socio-economic status can be a significant barrier to equality.

Further information on the Council's equality and fairness policy is available on our [website](#).

Which Protected group will the project benefit/affect the most?	Young children attending the nursery.
Please explain how you have given consideration to the different needs of people and steps have been taken to minimise the potential disadvantages and maximise equality of opportunity.	A building condition report has been conducted which has shown the areas improvements are needed to ensure the building is fully accessible.

11. Subsidy Control Act Information

Please supply with this application:

- A copy of your constitution / a link to the website which shows your constitution (ie, company articles, charity articles, constitution for a trust, constitution for an unincorporated association)
- Subject to a successful bid, who would be signing the Grant Agreement (which will be a Deed) on behalf of the organisation?

If your constitution specifies that they need a resolution approving the completion of the Grant Agreement and authorising the named signatories to sign the Grant Agreement, we will want to see a copy of this resolution before we complete.

Payment of successful bids

- Should this bid be successful how would you propose payment be received? Although we can't agree to or guarantee any specific payment structure, please let us know how you would prefer to receive the grant funding. All payments are usually made in arrears (once you have incurred the costs and provided us with evidence of expenditure). For example, one lump sum payment or instalments.

Peacehaven Town Council will invoice for the monies.

Please answer the following questions to help us determine whether this bid would constitute a subsidy (as defined by the SCA)

Does your organisation offer goods or services on the market? (we will classify you as an "enterprise" if you answer yes to this question).	No
Does your organisation also carry out other functions or activities, which are not offering goods and services on the market? If so, please explain in detail what your organisation does.	Yes – Town Council.
Where do you get your working capital or funding from for your organisation?	Primarily from raising a Precept.
Will your organisation make a charge for people to use, or benefit from, the Project?	Yes
Where does the profit from your organisation go? For example, do you distribute profit to shareholders or do you use it to fund any other projects.	Back into Town Council reserves.
Does your organisation have employees (how many) or volunteers (how many)?	Yes 14 employees.

Please see the below information on Minimal Financial Assistance and the Subsidy Control Act

Following the UK's exit from the EU, there are new rules governing subsidies (previously referred to as State Aid). All funding measures (with limited exceptions which are not relevant here) are now subject to the Subsidy Control Act 2022, which came into force on 4 January 2023. Further details of the Subsidy Control Act 2022 and the Subsidy Control Regime can be found in the BEIS Technical Guidance here: <https://www.gov.uk/government/collections/subsidy-control-regime>

If your application is successful, the Council reserve its right to offer you a Minimal Financial Assistance (MFA) subsidy under the Subsidy Control Act 2022, subject to your agreement to, and compliance with, the terms and conditions relating to MFA and any other terms of the subsidy specified by the Council, including the completion of a Grant Agreement.

As part of the Application process, the Council require written confirmation that receipt of the CIL Grant you have applied for, will not exceed your MFA threshold of £315,000 cumulated over this and the previous two financial years.

This means you (the MFA financial threshold applies at company group level) must provide the Council with written confirmation that You have not received more than £315,000 in MFA subsidies or comparable types of subsidies between 1 April 2022 and the date on which You complete and return any MFA Confirmation to the Council.

Please note that the information that you provide in the table below, will need to be updated by you just before a Grant Agreement is completed, if your application is successful.

Pursuant to sections 36 and 37 of the Subsidy Control Act 2022, You confirm that the amount of MFA subsidy received by You, in the current three-year period is:

Fiscal Year	Date subsidy given	Nature of subsidy given	Name of Provider giving the subsidy	Details of subsidy received (including the scope of the Project(s))	Value (£)
22/23	Not yet given – awaiting final stage of project	CIL BID	Lewes DC	Centenary Park Pathway Resurface	40,000
22/23	Not yet given – project is currently underway	CIL BID	Lewes DC	Howard Park	30,000

22/23	March 2023	CIL BID	Lewes DC	Installation of fully accessible Bridle path	30,000
				TOTAL	100,000

12. Supporting Documents


The following list of documentation is designed as a guide to assist you with what documentation may be relevant to support this bid. Please note this list is not exhaustive and you may wish to attach documents not mentioned on this list:

- Copies of relevant planning documents (Planning, Building Control)
- Land ownership details and evidence
- Quotes for proposed project
- Project planning information (budget, project plan etc)
- Risk Planning details
- Details relating to the Governance of the project
- Evidence of Community support (Crowd funding, Community Consultations, letters of support)
- Evidence of matched funding
- Cross Boundary Project information
- License copies/details

13. Declaration

I declare that I have given notice of this proposal to the owner and occupiers of the land and prior to authorisation will produce Title Documentation if required. I confirm that I have advised the Parish/Town Council and Ward Member of this proposal and attach copies of all written comments that they have made.

I declare that I am authorised to make this application and that the information given in this application is correct.

Signed 	Name GEORGE DYSON
Position TOWN CLERK	Date 22/02/2024
Telephone: 01273 585493	Email: townclerk@peacehaven towncouncil.gov.uk

Once this form is completed, please send to

CIL.Lewes@lewes-eastbourne.gov.uk

If you do have any queries please do not hesitate to contact us. Please dial 01273 41000 and ask to speak to a Member of Planning Policy.

Appendix

Minimal Financial Assistance Information

The content of this Appendix is given by way of information only. You should complete your own investigation to ensure that you are entitled to receive the prospective Minimal Financial Assistance. If you are not entitled to receive the Minimal Financial Assistance, you may have to repay the grant.

This information does not replace or constitute legal or financial advice.

- For the purposes of the Subsidy Control Act 2022 you are an “enterprise” and the Council is exercising the function of a “Public Body”. The rules in the Subsidy Control Act 2022 provide that an enterprise is any entity (including persons, groups of persons under common ownership, groups of persons under common control) who is engaged in an economic activity that entails offering goods or services on a market, to the extent that the person is engaged in such an activity. This applies regardless of its legal status and the way in which it is financed.
- The MFA financial threshold applies at group company level, can include a group of businesses operating under common control and includes a national business which operates from multiple sites across the UK.
- The total amount of Minimal Financial Assistance granted by Public Bodies to a single enterprise shall not exceed £315,000 over a three year period. **This covers any Subsidy received from any part of the UK and includes other public bodies. It is not limited to Subsidy received from the Council.**
- A three-year period means:
 - The elapsed part of the current financial year (i.e., from 1 April), and
 - The two financial years immediately preceding the current financial year.

- The financial assistance threshold of £315,000 over a three-year period is across all UK measures and includes any:
 - Minimal Financial Assistance;
 - SPEI assistance;
 - aid given under the EU State aid de minimis regulations if by virtue of the Northern Ireland Protocol; and
 - subsidies given as small amounts of financial assistance (SAFA) under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement after the end of the implementation period but prior to this section of the Act coming into effect (being 4 January 2023).
- Subsidy can include the forms of financial assistance listed below, please note that this list is not exhaustive. You should take these into account when identifying the amount of Minimal Financial Assistance that you may have been granted.
 - A direct transfer of funds (such as grants or loans);
 - A contingent transfer of funds (such as loans or rent guarantees);
 - The forgoing of revenue that is otherwise due;
 - The provision of goods or services (such as a benefit in kind where no payment is received or where payment is received);
 - The purchase of goods or services (where payment is given in return);
 - Grants;
 - Relief from any tax, duty or other impost which would otherwise be payable (including credits against tax liabilities);
 - Loans on favourable terms, reduced interest rates, and interest payment holidays;
 - Providing guarantee or loan facilities other than on market terms, or otherwise in circumstances where facilities of that amount or on those terms would not be available in the market;
 - Using land, equipment, personnel, information or other valuable resources at less than market price;
 - Guarantees against third party liabilities;
 - Guarantees against losses;
 - Guarantees to buy for a minimum value, or preferred supplier status;
 - Deferring any obligation to pay;
 - Capital investment other than on market terms (including investing in businesses in trouble);
 - Interest rate relief;
 - Tax credits;
 - State guarantees or holdings;
 - State provision of goods or services on preferential terms;
 - Direct subsidies;
 - Tax exemptions;
 - Preferential interest rates;
 - Acquisitions of land or buildings either gratuitously or on favourable terms;
 - Provision of goods and services on preferential terms;
 - Indemnities against operating losses;
 - Reimbursement of costs in the event of success ;
 - State guarantees, whether direct or indirect, to credit operations preferential re-discount rates;

- Dividend guarantees;
 - Preferential public ordering;
 - Reduction of, or exemption from, charges or taxes, including accelerated depreciation;
 - Reduction of social contributions;
 - Deferred collection of fiscal or social contributions;
 - Assistance financed by special levies;
 - Capital transfers;
 - Certain State holdings in the capital of undertakings.
 - Retail Relief
- Minimal Financial Assistance shall be deemed granted at the moment there is a binding commitment from the Council to the enterprise, irrespective of the date of payment of the Minimal Financial Assistance to the enterprise.