

## GRANT FUNDING AGREEMENT

### A: SCHEDULE

<b>1</b>	<b>Date</b>	This Deed is dated: <span style="float: right;">2024</span>
<b>2</b>	<b>Grant Period</b>	Means from the date of this agreement for a period of 3 years or until all monies have been spent which ever date is later.
<b>3</b>	<b>Grantor</b>	BASILDON BOROUGH COUNCIL, whose principal address is at THE BASILDON CENTRE, ST. MARTIN'S SQUARE, BASILDON, ESSEX, SS14 1DL
<b>4</b>	<b>Recipient</b>	[ORGANISATION] [REGISTERED OFFICE ADDRESS] [REGISTERED COMPANY NUMBER/CHARITY NUMBER]
<b>5</b>	<b>Grant</b>	means the total sum of £38,640 (thirty eight thousand six hundred and forty pounds) to be paid to the Recipient in accordance with this Agreement
<b>6</b>	<b>Purpose</b>	The purpose of the grant is for the maintenance work that forms part of the Urban Greening project. It aims to provide dedicated care to ensure the success of the new planting and revive our existing planted areas.
<b>7</b>	<b>Objectives and principles</b>	<p>The primary goal of the UKSPF for the Communities and Place Investment Priority is to build pride in place and increase life chances including health outcomes. The objectives include:</p> <p>1). Strengthening our social fabric and fostering a sense of local pride and belonging, through investment in activities that enhance physical, cultural and social ties and access to amenities, such as community infrastructure and local green space, and community-led projects;</p> <p>2). Building resilient, healthy and safe neighbourhoods, through investment in quality places that people want to work, play and learn in, through targeted improvements to the built and natural environment innovative approaches to crime prevention.</p>
<b>8</b>	<b>Reporting requirements</b>	<p>The Recipient is required to provide the Grantor with quarterly reports including a clear photographic record of each maintenance area outlining the activities and work undertaken, progress to date, and any challenges and potential risks.</p> <p>To evidence the benefits of the maintenance work, the Recipient is strongly advised to keep a log of all</p>

		<p>interventions as well as photographs showing pre/post intervention status.</p> <p>The quarterly reports should also include commentary regarding the growth of the volunteer group and associated events and evidence of social value. This could included stories from volunteers and records regarding the outcomes of events planned/undertaken.</p>
<b>9</b>	<b>Grantor's Representative</b>	<p>The individual named below has been nominated to represent the Grantor for the purposes of this Agreement.</p> <p>Jim Sims 01268 206700 jim.sims@basildon.gov.uk</p>
<b>10</b>	<b>Recipient's Representative</b>	<p>The individual named below has been nominated to represent the Recipient for the purposes of this Agreement.</p> <p>NAME/JOB TITLE TELEPHONE EMAIL</p>
<b>11</b>	<b>ADDITIONAL REQUIREMENTS</b>	<p>RECIPIENT IS RESPONSIBLE TO: MANAGE THE RISKS OF FRAUD ONLY USE GRANT WITHIN THE AREA OF BASILDON BOROUGH COUNCIL DECLARE ANY STATE AID PREVIOUSLY RECEIVED</p>

1. This Agreement is made up of the following:

A: Schedule

B: General Conditions

C: Specification

D: Landscape Maintenance Plan

E: Volunteer Programme Plan

F: UKSPF Branding and Communication

G: UKSPF Monitoring and Reporting

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

IN WITNESS whereof the Parties have executed this Agreement as a deed and it takes effect on the date stated at the beginning of it.

**THE COMMON SEAL of  
BASILDON BOROUGH COUNCIL**  
was hereunto affixed in the presence of:

.....  
Authorised Officer

.....  
Print name

.....  
Title

**EXECUTED AS A DEED by**  
**[COMPANY NAME]** acting by **[NAME OF FIRST DIRECTOR]**, a director and **[NAME OF SECOND DIRECTOR/SECRETARY]**, [a director OR its secretary]

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR/SECRETARY]  
[Director OR Secretary]

## **B: GENERAL CONDITIONS**

### **Background**

- (A) The funding for this contract comes from the UK Shared Prosperity Fund (UKSPF). The fund will support the UK government's wider commitment to level up all parts of the UK by delivering on each of the levelling up objectives. The primary goal of the UKSPF is to build pride in place and increase life chances across the UK.
- (B) The Grantor has agreed to award the Grant to the Recipient to assist it in carrying out the Purpose set out in section 6 of the Schedule.
- (C) This Agreement includes the Schedule hereto and sets out the terms and conditions on which the Grant is awarded by the Grantor to the Recipient.

These terms and conditions are intended to ensure that the Grant is used for the Purpose for which it is awarded and that the Recipient complies with the same obligations that the Grantor is required to comply with in line with UKSPF guidelines:

<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>

### **Agreed terms**

#### **1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
<b>Commencement Date</b>	means the date of this Agreement;

<b>Data Protection Legislation</b>	means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;
<b>Funder</b>	Department for Levelling Up, Housing & Communities
<b>GDPR</b>	means General Data Protection Regulation ((EU) 2016/679);
<b>Governing Body</b>	means the governing body of the Recipient including its directors or trustees;
<b>Intellectual Property Rights</b>	means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
<b>Know-How</b>	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
<b>Prohibited Act</b>	means: <ul style="list-style-type: none"> <li>(a) offering, giving or agreeing to give to any servant of the Grantor any gift or consideration of any kind as an inducement or reward for:</li> </ul>

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

## **2. PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Purpose and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Grantor.
- 2.2 The Recipient shall not make any significant change to the Purpose without the Grantor's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Purpose, it will notify the Grantor in advance of its intention to do so and, where such funding is obtained, it will provide the Grantor with details of the amount and purpose of that funding.

### **3. PAYMENT OF GRANT**

3.1 Subject to clause 13, the Grantor shall pay the Grant to the Recipient in full by one lump sum. The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Grantor has available funds.

3.2 No Grant shall be paid unless and until the Grantor is satisfied that such payment will be used for proper expenditure in the delivery of the Purpose.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.

3.4 The Grant shall be paid by BACS into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.

3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Grantor.

3.6 The Recipient shall promptly repay to the Grantor any money incorrectly paid to the Recipient either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions, including but not limited to compliance with Clause 6 of this Agreement, attaching to the Grant and set out by this Agreement have been complied with by the Recipient.

### **4. USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Purpose.

4.2 The Recipient shall not use the Grant to fund any unlawful activities.

4.3 The Recipient shall not use the Grant to:

4.3.1 make any payment to members of its Governing Body, other than reasonable expenses;

4.3.2 purchase buildings or land; or

- 4.3.3 pay for any expenditure commitments of the Recipient entered into before the Commencement Date;
  - 4.3.4 make gifts to any person;
  - 4.3.5 pay for or towards legal and other costs (including but not limited to damages, compensation and fines) related to claims or proceedings made, brought or threatened against the Recipient;
  - 4.3.6 pay for VAT in respect of supplies of goods or services where that VAT is recoverable by the Recipient;
  - 4.3.7 make payments in relation to political or religious activities;
  - 4.3.8 provide expenditure on corporate entertainment, or similar activities of the kind and scale that would on a reasonable view bring into question the proper use of public funds;
  - 4.3.9 provide funding to any business.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Grantor or, if agreed in writing by the Grantor, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.5 Any liabilities arising at the end of the Grant Period including any redundancy liabilities for staff employed by the Recipient to deliver the Purpose must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Grantor for this purpose.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Grantor shall have the right to review, at the Grantor's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.



5.4 The Recipient shall comply and facilitate the Grantor's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Grantor.

## 6. **Branding and communication.**

6.1 Because this project is being supported by UKSPF, the Supplier shall comply with the Branding and Communication guidance associated with UKSPF projects, set out in the UKSPF Additional Information as set out in Appendix F to this Agreement.

6.2 The Supplier agrees to adhere to the guidance and any updates subsequently released by the Secretary of State or HMG on communications linked to UKSPF or wider Levelling Up Funding.

## 7. **MONITORING AND REPORTING**

7.1 Monitoring and Evaluation will be carried out as set out in [UKSPF Additional Information](#). This will include but is not exclusive to the following main evaluation requirements:

7.1.1 Continuous monitoring and evaluation of progress aligned to the deliverables stated within the UKSPF Investment Plan submitted by the Lead Local Authority and approved by the Secretary of State;

7.1.2 Engaging with our evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations

7.2 The Recipient shall closely monitor the delivery and success of the Purpose throughout the Grant Period to ensure that the aims and objectives of the Purpose are being met and that this Agreement is being adhered to.

7.3 The Recipient shall provide the Grantor with quarterly reports and a final report as specified in the Schedule in such formats as the Grantor may reasonably require.

7.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Purpose, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

7.5 The Recipient shall on request provide the Grantor with such further information, explanations and documents as the Grantor may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 7.6 On giving reasonable notice the Grantor may request an inspection and audit of the Purpose and the Recipient shall permit any person authorised by the Grantor such reasonable access to its employees, agents, premises, facilities and records, for the purpose of inspection and audit, and discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate open and accurate oral or written explanations from them.
- 7.7 The Recipient shall provide the Grantor with a final report in accordance with section 9 of the Schedule on completion of the Grant Period which shall confirm whether the Purpose has been successfully and properly delivered during the Grant Period.
- 7.8 Failure to provide any reporting and/or monitoring information required by this clause or any other clause of this Agreement may, in the Grantor's discretion, result in termination of this Agreement.

## **8. PARTIES' REPRESENTATIVES**

- 8.1 The Grantor shall appoint a Grantor's Representative whose name shall be set out in the Schedule.
- 8.2 The Recipient shall appoint a Recipient's Representative whose name shall be set out in the Schedule. The representatives shall liaise in the implementation of this Agreement.
- 8.3 The role of the Grantor's Representative is to:
- 8.3.1 Act as the initial point of contact within the Grantor for the Recipient;
  - 8.3.2 Inform the Recipient of any issues which may affect the performance of this Agreement;
  - 8.3.3 Communicate any changes in funding arising from the operation of this Agreement;
  - 8.3.4 Arrange monitoring meetings with the Recipient, where appropriate;
  - 8.3.5 Assess the reports, and any other required monitoring information provided by the Recipient;
  - 8.3.6 Inform the Recipient of any changes in reporting requirements; and
  - 8.3.7 Undertake any and all other activities on behalf of the Grantor as set out in this Agreement.

- 8.4 The role of the Recipient's Representative is to:
- 8.4.1 Act as the initial point of contact within the Recipient for the Grantor;
  - 8.4.2 Inform the Grantor of any issues which may affect the performance of this Agreement;
  - 8.4.3 Submit all required reports, statistics, performance indicators, and any other required monitoring information required under this Agreement or by the Grantor;
  - 8.4.4 Inform the Grantor of any changes to the Recipient's constitution;
  - 8.4.5 Inform the Grantor of any financial changes to the Recipient's budget or financial status as required by this Agreement;
  - 8.4.6 Attend meetings with the Grantor to present the reports and monitoring information as required by this Agreement; and
  - 8.4.7 Undertake any and all other activities on behalf of the Recipient as set out in this Agreement.
- 8.5 Each party shall provide notice to the other in the event of any changes in the identity of its representative.

## **9. ACKNOWLEDGMENT AND PUBLICITY**

- 9.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the UK Shared Prosperity Funding and the Grantor as the source of the Grant.
- 9.2 Because this project is being supported by UK Shared Prosperity Funding (UKSPF), the supplier will be expected to comply with the Branding and Communication guidance associated with UKSPF projects, set out in the [UKSPF Additional Information](#). The supplier agrees to adhere to the guidance and any updates subsequently released by the Secretary of State or HMG on communications linked to UKSPF or wider Levelling Up Funding. The Recipient shall not publish any material referring to the Purpose or the Grantor without the prior written agreement of the Grantor. The Recipient shall acknowledge the support of UKSPF and the Grantor in any materials that refer to the Purpose and in any written or spoken public presentations about the Purpose. Such acknowledgements (where appropriate or as requested by the Grantor) shall include the Grantor's name and logo (or any future name or logo adopted by the Grantor) , the 'HM Government' and 'Levelling Up' logos using the templates provided by the Grantor from time to time.

- 9.3 In using the UKSPF logos and the Grantor's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Grantor from time to time.
- 9.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Purpose that may be instigated and/or organised by the Grantor.
- 9.5 The Grantor may acknowledge the Recipient's involvement in the Purpose as appropriate without prior notice.
- 9.6 The Recipient shall comply with all reasonable requests from the Grantor to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Grantor in its promotional and fundraising activities relating to the Purpose.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Grantor and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Grantor or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 10.2 Where the Grantor has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Purpose (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Grantor.

## **11. CONFIDENTIALITY**

- 11.1 Subject to clause **Error! Reference source not found.** (Freedom of Information and Transparency), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 11.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 11.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

- 11.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - 11.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 11.3 The Grantor accepts that the Recipient offers a confidential service and that the detail of all matters raised by individual clients of the Recipient are to be kept confidential except as required by law or as otherwise set out in this Agreement.

## **12. FREEDOM OF INFORMATION AND TRANSPARENCY**

- 12.1 The Recipient acknowledges that the Grantor is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**), the Environmental Information Regulations 2004 (**EIRs**), the Transparency Code, and any other public sector transparency requirements.
- 12.2 The Recipient shall:
- 12.2.1 provide, at its own cost, all necessary assistance and cooperation as reasonably requested by the Grantor to enable the Grantor to comply with its obligations under the FOIA, EIRs, Transparency Code, and any other public sector transparency requirements;
  - 12.2.2 transfer to the Grantor all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - 12.2.3 provide the Grantor with a copy of all information belonging to the Grantor requested in the request for information which is in its possession or control in the form that the Grantor requires within 5 working days (or such other period as the Grantor may reasonably specify) of the Grantor's request for such information; and
  - 12.2.4 not respond directly to a request for information unless authorised in writing to do so by the Grantor.
- 12.3 The Recipient acknowledges that the Grantor may be required under the FOIA, EIRs, Transparency Code, and other public sector transparency requirements to disclose information without consulting or obtaining consent from the Recipient. The Grantor shall take reasonable steps to notify the Recipient of a request for information (in

accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Grantor shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA, the EIRs, the Transparency Code, and/or any other public sector transparency requirements.

### **13. DATA PROTECTION**

Both the Grantor and the Recipient will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement. It is not envisaged that personal data will be shared between the parties in connection with this Agreement but if the circumstances change such that personal data will be shared then the parties will enter into an appropriate controller to processor or controller to controller agreement prior to sharing personal data.

### **14. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

14.1 The Grantor's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Grantor's other rights and remedies, the Grantor may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant, and the Recipient shall abide by that decision (including making repayment) if:

- 14.1.1 the Recipient uses the Grant for purposes other than those for which they have been awarded;
- 14.1.2 the delivery of the Purpose does not start within 4 weeks of the Commencement Date and the Recipient has failed to provide the Grantor with a reasonable explanation for the delay;
- 14.1.3 the Grantor considers that the Recipient has not made satisfactory progress with the delivery of the Purpose;
- 14.1.4 the Recipient is, in the reasonable opinion of the Grantor, delivering the Purpose in a negligent manner;
- 14.1.5 the Recipient obtains duplicate funding from a third party for the Purpose;
- 14.1.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Grantor, undertakes activities that are likely to bring the reputation of the Purpose or the Grantor into disrepute;

- 14.1.7 the Recipient provides the Grantor with any materially misleading or inaccurate information;
  - 14.1.8 the Recipient commits or committed a Prohibited Act;
  - 14.1.9 any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Purpose or (b) taken any actions which, in the reasonable opinion of the Grantor, bring or are likely to bring the Grantor's name or reputation into disrepute;
  - 14.1.10 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
  - 14.1.11 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
  - 14.1.12 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 14 days of receiving written notice detailing the failure;
  - 14.1.13 this Agreement is found to be in contravention of the Public Contracts Regulations 2015, any rules against state aid, or otherwise in contravention of any of the laws of England; or
  - 14.1.14 The Funder requires the Grantor to repay all or part of the Grant if there has been ongoing concerns around the delivery and performance based on the quarterly reports.
  - 14.1.15 The Recipient shall make any payments due to the Grantor without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 14.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Purpose or compliance with this Agreement it will notify the Grantor as soon as possible so that, if possible, and without creating any legal obligation, the Grantor will have an opportunity to provide assistance in resolving the problem or to take action to protect the Grantor and the Grant monies. Such action by the Grantor may include, at the Grantor's discretion,

withholding or suspending payment of the Grant and/or requiring repayment of all or part of the Grant by the Recipient and/or termination of this Agreement.

## **15. ANTI-DISCRIMINATION**

- 15.1 The Recipient shall have due regard for the Equality Act 2010 and shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in 1) employment, selection, and recruitment of employees, 2) in the selection and recruitment of volunteers, or 3) in carrying out the Purpose.
- 15.2 The Recipient shall take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Purpose.

## **16. HUMAN RIGHTS AND MODERN SLAVERY**

- 16.1 The Recipient shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 16.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Grantor requests so as to enable the Grantor to comply with its obligations under the Human Rights Act 1998.
- 16.3 The Recipient shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, and shall have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance. The Recipient shall take all reasonable steps to secure the observance of this clause 15 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Purpose.

## **17. LIMITATION OF LIABILITY**

- 17.1 The Grantor accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient delivering the Purpose, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Grantor, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Purpose, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.



17.2 Subject to clause **Error! Reference source not found.**, the Grantor's liability under this Agreement is limited to the payment of the Grant.

## 18. WARRANTIES

18.1 The Recipient warrants, undertakes and agrees that:

18.1.1 it has all necessary resources and expertise to deliver the Purpose (assuming due receipt of the Grant);

18.1.2 it has not committed, nor shall it commit, any Prohibited Act;

18.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Grantor immediately of any significant departure from such legislation, codes or recommendations;

18.1.4 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Purpose;

18.1.5 it shall make any and all required checks and comply with the vetting and monitoring provisions of the Safeguarding Vulnerable Adults Act 2006 as in relation to its trustees, employees, volunteers, and other agents and shall comply with all relevant legislation affecting such persons that may apply during the Grant Period.

18.1.6 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

18.1.7 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

18.1.8 all financial and other information concerning the Recipient which has been disclosed to the Grantor is to the best of its knowledge and belief, true and accurate;

18.1.9 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

18.1.10 it is not aware of anything in its own affairs, which it has not disclosed to the Grantor or any of the Grantor's advisers, which might reasonably have

influenced the decision of the Grantor to make the Grant on the terms contained in this Agreement; and

18.1.11 since the date of its last accounts there has been no material change in its financial position or prospects.

## **19. INSURANCE**

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

19.2 The Required Insurances referred to above include (but are not limited to):

19.2.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Purpose; and

19.2.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Purpose.

The Recipient shall supply to the Grantor on request a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **20. DURATION**

20.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

20.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **21. TERMINATION**

21.1 The Grantor may terminate this Agreement and any Grant payments on giving the Recipient 14 days' written notice should it be required to do so by financial restraints or for any other reason.

21.2 The Recipient may terminate this Agreement and any Grant payments on giving the Grantor 1 month written notice should it be required to do so by financial restraints or for any other reason, in which event the Grantor shall not make any further Grant payments, if any.

- 21.3 The Grantor may terminate this Agreement by written notice having immediate effect and recover from the Recipient the whole or any part of the Grant:
- 21.3.1 the Recipient fails to provide monitoring and reporting information in accordance with clause 6 and the Annex C; or
  - 21.3.2 any of the circumstances in clause 13.1 arise or apply.
- 21.4 If termination is exercised by the Grantor in accordance with Clause 21.1 the Recipient will be required to pay back the funds in accordance with:
- 21.4.1 If terminated within 6 months of this Agreement £32,200 will be due back to the Grantor
  - 21.4.2 If terminated within 1 year of this Agreement £25,600 will be due back to the Grantor
  - 21.4.3 If terminated within 2 years of Agreement £12,880 of the funds will be due back to the Grantor
  - 21.4.4 If terminated within the third year before completion of the grant period £6,440 of the funds will be due back to the Grantor

## **22. ASSIGNMENT**

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

## **23. WAIVER**

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

## **24. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed mailed (first class postage prepaid) or couriered to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or emailed, all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed or couriered all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **25. DISPUTE RESOLUTION**

- 25.1 In the event of any complaint or dispute (which does not relate to the Grantor's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Grantor's Representative or any other individual nominated by the Grantor from time to time.
- 25.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Grantor's Representative or other nominated individual, as the case may be, either party may refer the matter for the dispute resolution process set out in this clause 25.
- 25.3 If the parties' representatives do not resolve the complaint or dispute:
- 25.3.1 The party wishing to make the complaint shall provide the other with written details of the complaint or dispute, including proposals for resolving the complaint or dispute.
  - 25.3.2 The party receiving the complaint or dispute shall provide a written response to the initiation party within 14 working days.
  - 25.3.3 If the complaint or dispute is not resolved, the initiating party may request, in writing, a meeting with officers of the other party who are competent and authorised to make decisions with regard to this Agreement.
  - 25.3.4 Where possible, the meeting shall be held within 14 working days of the receipt of the request.
  - 25.3.5 Where the meeting does not resolve the complaint or dispute, the issue should be considered by the Recipient's Executive Management Committee or by the Grantor's relevant Committee, subject to any provisions of the Grantor's constitution or governance framework. Any submissions shall be made in writing, no later than 10 working days in advance, to the other party. Representation at the relevant committee is permitted.
- 25.4 In the absence of agreement under clause 24.3 the parties may seek to resolve the matter through independent arbitration. Unless otherwise agreed, the parties shall bear the costs and expenses of such independent arbitration equally.

**26. NO PARTNERSHIP OR AGENCY**

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

**27. JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

**28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

**29. COUNTERPARTS**

29.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

**30. GOVERNING LAW**

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

**31. VARIATION**

Any variation to this Agreement must be agreed between the Parties in writing.

## **C: Specification**

### **Outcome 1: Landscape Maintenance - to improve and maintain local green spaces.**

The Scope of this Agreement includes:

1. All the new planters and planting beds installed as part of the 'Urban Greening' Project.
2. Existing planting beds and planters in Basildon Town Centre and in the vicinity of the new planters in the Borough. The exact quantities and locations are to be agreed following discussions with the Recipient about what is achievable with the funding over the Grant Period but as a minimum would include those to East Square and St Martin's Square. Any existing planters and beds to be included in the scope of this Agreement will be in a reasonable condition before handover for maintenance, or BBC will provide additional funding to enable the Recipient to bring them to a reasonable condition if required.
3. The maintenance aspects of the landscaping but not the safeguarding of plants from vandalism, the responsibility for which lies with BBC. If plants are dead or damaged due to maintenance issues the cost of replacement is the responsibility of the Recipient, however if clearly the direct result of vandalism then BBC will contribute to or cover the costs of replacement. This will be reviewed on a case-by-case basis.
4. The upkeep of gravel surfaces (sweeping and small amounts of re-levelling), the upkeep of soil and mulch and general tidying up of planters and planting beds (litter). Severe damage requiring repair works or the need for replacement caused by vandalism will be paid for by BBC, if required. The planters and hard paving will be maintained by BBC.

### **Landscape Management Plan**

The following Landscape Management Plan has been prepared by Exterior (Landscape Architects) to provide guidance for the soft and hard landscaping installed in the 'Urban Greening' Project:

- Planting bed and gravel to the trees in Town Square
- New planters installed to various locations across the borough

The relevant terms set out in the Landscape Management Plan are to be captured by the Maintenance Plan provided by the Recipient and agreed with BBC before commencing works (Document E).

### **Outcome 2: Volunteer Programme - to develop and engage with a volunteer group to support the maintenance and long-term stewardship of the green spaces.**

The Scope of this Agreement includes:

- 2.1 The recruitment, training and retention of a base of volunteers to engage with the landscape maintenance
- 2.2 Wider social, health, wellbeing and environmental benefits
- 2.3 The establishment of a legacy to the project which will outlast the Grant Period

The Volunteer Programme Plan is to be provided by the Recipient and agreed with Basildon Borough Council before commencing works (Document F).

Exterior Architecture Ltd

## **Basildon Town Centre**

File ref: 2041-EXA-00-00-SP-L-00900

# **LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN**

Exterior Architecture Ltd

Basildon Town Centre

File ref: 2041-EXA-00-00-SP-L-00900

## LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN

**Current Revision: T1 – Issue for Information**

**Issue date: 17.07.2024**

**Approved: Sam Martin**

**Position: Director**



## CONTENTS

- 1.0 Introduction
- 2.0 Management Responsibilities
- 3.0 Landscape Maintenance Specification
- 4.0 Landscape Maintenance Schedule

## **1 INTRODUCTION**

This document describes the Landscape Management and Maintenance Plan (LMMP) for the Landscape Scheme at Basildon Town Centre. For areas outside of the Basildon Town Centre a different LMMP would be needed to ensure accuracy of the maintenance and management regime. This Landscape Management and Maintenance Plan involves replacing existing ground paving and installing planting beds and planters at ground level.

### **1.1 General**

This has been developed for the Borough of Basildon. This will ensure the long-term management of the landscaped setting and enable it to contribute positively to the visual amenity of the area and create useable and valued spaces for the workers and visitors to enjoy.

This plan sets out the short-term establishment of planting and long-term maintenance principles required for the external hard landscape treatments (surface finishes) and soft landscape throughout the site.

### **1.2 Purpose**

We are committed to the long-term maintenance of the Landscape Scheme and the purpose of this plan is to set out how this will be delivered, including details of management objectives and prescriptions.

The plan also includes details of management and supervisory responsibilities and provision for a review to be undertaken on an ongoing contract.

### **1.3 Scope**

The plan includes all 'hard' and 'soft' landscape elements of the Landscape Scheme within the boundary of the Basildon Town Centre Development. Other areas in the 'Urban Greening' project will be covered under separate works.

All landscape in adoptable area are to be managed and maintained by a third party that will be

appointed by the Basildon Borough Council.

## **1.4 Strategy**

In developing public realm landscape solutions for the Basildon Town Centre development there have been key strategies that we have looked to promote and guide the design process. These include:

- Using a simple palette of materials to create a clear and logical expression for the external spaces;
- Building robust and long-lasting elements that will retain a quality appearance overtime.
- Selecting plants that are robust enough to withstand the environmental and physical pressures on a site of this nature and can promote wider ecological benefits while providing seasonal interest; and
- Ensure that there is equality in access arrangements to allow compliant access over the site unless existing gradients preclude this.

## **1.5 Objectives**

The landscape management plan shall be implemented for the lifetime of the development to ensure the long-term management and maintenance and to ensure it contributes positively to the area.

To create a high-quality setting that promotes active, dynamic, and positive spaces for both the residents and users of the public realm spaces.

The general objectives for this LMMP include:

- To create an attractive and well cared-for setting to the development
- To ensure the successful implementation, establishment and longevity of the planting scheme and external treatments;
- To ensure the landscape contributes positively to the users;
- To ensure the landscape contributes positively to the site context;
- To ensure correct maintenance of all hard surfaces to ensure the longevity.

## **1.6 Soft Landscape**

The soft landscape strategy is designed to create a green context using a range of new native and non-native tree and shrub planting. The new planting will use a range of robust variety of species to give year-round seasonal interest.

## 1.7 Hard Landscape

The hard landscape treatments include a range of existing paving and self-binding gravel. Surface treatments are designed to be robust and provide an attractive setting for Basildon Town Centre. Seating is located at various points through the scheme.

## 2 MANAGEMENT RESPONSIBILITIES

The legal property owner will have overall responsibility for the implementation of this LMMP. Individual responsibility for this will lie with Basildon Borough Council.

There will be a third party to manage the day-to-day responsibility for the delivery of maintenance operations. This will be the responsibility of the Basildon Borough Council to appoint.

The management plan should be reviewed on an annual basis to ensure the objectives set out in this document are being achieved.

Maintenance operations should also be refined to suit:

- The needs of users;
- Improvements in equipment and horticultural aids;
- Changing legislation and sustainability requirements; and
- Any changes to the soft landscaping species specification made between design intent and installation.

### 2.1 Years 0-1

It is intended that the implementation of this management plan will help to fulfil the design objectives over the first year. Management objectives should be reviewed on a regular basis to ensure that they are being achieved.

- Installation of hard and soft landscape areas is to be signed off by an outside appointee, approved by the local authority.
- Weekly checks are to be conducted during the first 6 months, to review the soft landscaping.

### 2.2 Years 1-5

Annual monitoring of the establishment and condition of the Landscape Scheme will be

undertaken by a suitably qualified professional during the first five years post-construction. Subject to the outcome of this initial monitoring period the frequency of monitoring will then be reduced to once every two years. As required, further reinstatement or remedial action may be undertaken and/or changes made to the maintenance schedule in light of this monitoring.

### **2.3 Years 5+**

The Landscape Maintenance Contractor responsible for the site in the long term (appointed by the legal property owner) should keep to the original design objectives/ intent whilst responding in a sensitive and practical way to issues which may arise in future years. Annual monitoring of the establishment and condition of the Landscape Scheme will be undertaken by a suitably qualified professional. Subject to the outcome of the regular monitoring review from years 1-5 the frequency of monitoring will then be reduced to once every three years. As required, further reinstatement or remedial action may be undertaken and/or changes made to the maintenance schedule in light of this monitoring.

### **2.4 Plan Review**

The LMP will be reviewed during the life of the plan with a final review undertaken before the end of the ten-year period. A revised plan will be submitted for the agreement by Borough of Basildon before the ten years has expired. The revised plan will include similar provision for the long-term management of the Landscape Scheme and for future revision and updating.

The plan review must be undertaken by a suitably qualified Landscape Architect.

## **3 LANDSCAPE MAINTENANCE SPECIFICATION**

### **3.1 Maintenance Objectives**

Location: Soft and hard landscape areas within the Basildon Town Centre.

Duration: 5 years following the instalment on site. At the end of this period, Basildon Borough Council can review and update their LMMP.

### **3.2 Notice**

Give notice before:

- Application of herbicide.
- Application of fertilizer.

Period of notice: 7 days

Water regime to be done on a need basis .e.g. In drought daily.

### **3.3 Reinstatement**

Damage or disturbance to soil structure, planting, grass, fencing, hard landscaping, structures, or buildings: Reinstatement to original condition.

### **3.4 Vandalism**

The third party appointed by Basildon Borough Council will provide a report to the Basildon Borough Council to review and meet the cost of reinstating any loss or damage resulting from malicious damage or theft. Any claim in this connection must be lodged in writing with photographic evidence at the earliest possible time.

### **3.5 Water/Irrigation**

Quantity: Wet full depth of topsoil.

Application: Do not damage or loosen plants.

Compacted soil: Loosen or scoop out, to direct water to rootzone.

Frequency: As necessary for the continued thriving of all planting. If planted during these months:  
Summer – Daily water as required by hand, Autumn – Weekly water as required by hand, Winter – Monthly water as required by hand, Spring – Weekly water as required by hand.

### **3.6 Water Restrictions**

General: If water supply is, or is likely to be, restricted by emergency legislation, submit proposals for an alternative suitable source of water. Obtain instructions before proceeding.

### **3.7 Disposal of Arisings**

All excavation on site to be hand dug.

General: Unless specified otherwise, dispose of arisings as follows:

Biodegradable arisings: Remove to recycling facility.

Grass cuttings: Remove to recycling facility.

Tree roots and stumps: Remove from site.

Shrub and tree pruning's: Remove to recycling facility.

Litter and non-biodegradable arisings: Remove from site.

All other arisings: Remove from site

### **3.8 Chipping or Shredding**

General: TBC

### **3.9 Mechanical Equipment**

General: Minimise.

Prohibited equipment: Litter vacuums.

Timing: Use of mechanical equipment allowed between the hours of 09:00 am and 5:30 pm only unless not otherwise stated by local authority.

### **3.10 Litter**

Extraneous rubbish not arising from the contract work: Collect and remove from site.

### **3.11 Cleanliness**

Soil and arisings: Remove from hard surfaces.

General: Leave the works in a clean, tidy condition at completion and after any maintenance operations.

### **3.12 Trees/Shrubs/Hedges**

### **3.13 Tree Staking**

#### Tree Stakes:

Method: Trees to be staked on when planted. Sizing of stake to be dictated by the size of the tree and at recommendation from arboriculturist.

Area: Two tree stakes places outside of tree root ball, and tree webbing to be connected to tree stems to prevent root ball movement.

Timing: Tree stakes to be checked weekly when installed and once established tree stakes to be checked monthly. Stakes are to be removed after two years, unless tree has not established (Established tree should be firmly rooted in the planter and minimal root ball movement occurs): If tree is not established in two years stake sizes are to be increased to larger size and stakes to be monitored monthly.

### **3.13.1 Establishment of New Planting**

#### Weed control:

Method: Keep planting beds clear of weeds by hand weeding or through suitable herbicides.

Area: Maintain a weed free area around each tree and shrub, minimum diameter the larger of 1 m or the surface of the original planting pit.

Soil condition: Fork over beds to keep soil loose, with gentle cambers and no hollows. Do not reduce depth or effect of mulch.

Trees: When in leaf, spray crowns during warm weather.

Timing: After dusk.

Watering: to ensure a healthy growth

### **3.13.2 Replacement Shrub Planting**

Within a period of 5 years from the date of planting of any shrub, or any shrub planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the Local Planning Authority seriously damages or defective) another shrub of the same species and size originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variations.

### **3.13.3 Establishment of New Planting – Fertilizer**



Time of year: March or April.

Spreading: Spread evenly. Carefully lift and replace any mulch materials.

Application rate: As manufacturer's recommendations

Trees are to be fertilised in the first two years of establishment using a liquid based organic fertiliser as per the manufacturer's recommendations. An approved organic soil conditioning agent is to be applied to all garden beds as per the manufacturer's recommendations and worked into the top 150mm of the soil profile without damaging the existing planting.

#### **3.13.4 Reforming of Trees and Shrubs**

Timing: After strong winds, frost heave and other disturbances.

Reforming: Tread around the base until firmly bedded.

Collars in soil at base of tree stems, created by tree movement: Break up by fork, avoiding damage to roots. Backfill with topsoil and re-firm.

#### **3.13.5 Pruning Generally**

Pruning: In accordance with good horticultural and arboricultural practice.

Removing branches: Do not damage or tear the stem or bark.

Wounds: Keep as small as possible and cut cleanly back to sound wood.

Cutting: Make cuts above and sloping away from an outward facing healthy bud, angled so that water will not collect on cut area.

Larger branches: Prune neither flush nor leaving a stub but using the branch bark ridge or branch collar as a pruning guide.

Appearance: Thin, trim and shape each specimen appropriately to species, location, season, and stage of growth, leaving a well-balanced natural appearance.

Tools: Use clean sharp secateurs, hand saws or other approved tools. Trim off ragged edges of bark or wood with a sharp knife.

Disease or infection: Give notice if detected.

Growth retardants, fungicide or pruning sealant: Do not use unless instructed

#### **3.13.6 Pruning of Excessive Overhang**

Timing: As required

Operations: Remove growth encroaching onto grassed areas, paths, roads, signs, sightlines, and road lighting luminaires.

Special requirements: do not allow ground cover plants to overlap paths and lawns by more than 60mm.

### **3.13.7 Separation of Plants**

Groups of plants, particularly shrubs and groundcover, to be cut back and thinned out at the edge of each group to avoid interlocking.

### **3.13.8 Climbers**

Planting: 100mm clear of supporting structure with roots spread outward

Branches: Lightly secured to supports.

Plants used as groundcover:

- Canes or other supports: Remove.
- Arrangement: Spread stems.
- Fixing. If required, pin to ground to ensure good contact.
- Trimming: Trim to prevent from taking hold of adjacent tree/shrub planting.

### **3.13.9 Pruning Trees and Shrubs**

Standard: To BS 7370-4.

Special requirements: None.

### **3.13.10 Formative Pruning of Young Trees**

Standard: Type and timing of pruning operations to suit the plant species.

Time of year: Do not prune during the late winter/ early spring sap flow period.

Young trees up to 4 m high:

- Crown prune by removing dead branches and reducing selected side branches by one third to preserve a well-balanced head and ensure the development of a single strong

leader.

- Remove duplicated branches and potentially weak or tight forks. In each case cut back to live wood.

Whips or feathered trees: Do not prune.

Operatives: Approved specialist contractor

### **3.13.11 Pruning Ornamental Shrubs**

General: Prune to encourage healthy and bushy growth and desirable ornamental features, e.g. flowers, fruit, autumn colour, stem colour.

Suckers: Remove by cutting back level with the source stem or root

### **3.13.12 Pruning Flowering Species of Shrubs**

Time of year:

- Winter flowering shrubs: Spring.
- Shrubs flowering between March and July: Immediately after the flowering period.
- Shrubs flowering between July and October: Back to old wood in winter.

### **3.13.13 Removal of Dead Plant Material**

Operations: At the end of the growing season, check all shrubs and remove all dead foliage, dead wood, and broken or damaged branches and stems.

### **3.13.14 Dead and Diseased Plants**

Removal: As soon as possible.

Replacement: In the next suitable planting season.

### **3.13.15 Reinstatement of Shrub/ Herbaceous Areas**

Dead and damaged plants: Remove.

Mulch/ matting materials:

- Carefully move to one side and dig over the soil, leaving it fit for replanting.

Do not disturb roots of adjacent plants.

Replacement plants:

- Use pits and plants: To original specification or to match the size of adjacent or nearby plants of the same species, whichever is the greater.

Dressing: Slow-release fertilizer:

- Application rate: As manufacturer's recommendations.

To grow well, plants need a wide range of nutrients in various amounts, depending on the individual plant and its stage of growth. The three key plant nutrients usually derived from soil are nitrogen, phosphorus, and potassium, while carbon, oxygen and hydrogen are absorbed from the air. Other vital soil nutrients include magnesium, calcium, and sulphur. Gardeners can add nutrients by applying fertilizers (either artificial or naturally derived) to boost plant growth and improve flowering and fruiting.

### **3.13.16 Thinning by Removal of Surplus Plants**

Plants to be thinned: Herbaceous beds.

Standard: BS 7370-4.

Timing: When foliage of two separate plant species have begun to touch.

Roots:

- Disturbance to adjacent plants: Minimise.
- Soil: Refill holes with topsoil to leave an even graded surface.
- Mulch: Maintain mulch as original specification.
- Adjacent plants: Make good any minor damage immediately.

Plants for retention: Select plants with a strong healthy habit.

### **3.13.17 Weed Control Generally**

Weed tolerance: At all times, weed cover less than 5% and no weed to exceed 50 mm high.

Adjacent plants, trees, and grass: Do not damage.

### **3.13.18 Hand Weeding**

General: Remove weeds entirely, including roots.

Disturbance: Remove the minimum quantity of soil, and disturb plants, bulbs, and mulched surfaces as little as possible.

Completion: Rake area to a neat, clean condition.

Mulch: Reinstate to original depth.

### **3.13.19 Herbicide to Kill Regrowth**

Type: Suitable foliar acting herbicide to kill regrowth.

Timing: Allow recommended period for herbicide to take effect before clearing dead weeds.

### **3.13.20 Digging Over**

General: Dig over beds. Do not damage existing plants, bulbs, and roots.

- Depth of dig (minimum): 75 mm.

### **3.13.21 Soil Aeration**

Compacted soil surfaces:

- Prick up: To aerate the soil of root areas and break surface crust.
- Size of lumps: Reduce to crumb and level off.
- Damage: Do not damage plants and their roots.

### **3.13.22 Soil Level Adjustment**

Level of soil/mulch at edges of beds: Reduce to 30 mm below adjacent grass or hard surface.

- Arisings (if any): Spread evenly over the bed.

### **3.13.23 Maintenance of Loose Mulch**

Thickness (minimum): 50 mm.

Mulch spill on adjacent areas: Remove weeds and rubbish and return to planted area.

Weeding: Remove weeds growing on or in mulch by hand weeding.

### **3.13.24 Fertilizing Established Trees and Shrubs**

Application: Spread evenly.

- Rate: As manufacturer's recommendations.

### **3.13.25 Winter Leaf Removal**

Operations: Collect accumulations of drifted leaves from the vicinity and from planting beds.

Arisings: Remove.

## **3.14 Tree Work**

### **3.14.1 Tree Work Generally**

Identification: Before starting work agree which trees, shrubs and hedges are to be removed or pruned.

Standards: To BS 3998 and Health & Safety Executive (HSE) 'Forestry and arboriculture safety leaflets'.

Removing branches: Cut as Arboricultural Association Leaflet 'Mature tree management'. Cut vertical branches similarly, with no more slope on the cut surface than is necessary to shed rainwater.

Appearance: Leave trees with a well-balanced natural appearance.

Chain saw work: Operatives must hold a Certificate of Competence.

Tree work: To be carried out by an approved member of the Arboricultural Association.

### **3.14.2 Replacement Tree Planting**

Within a period of 5 years from the date of planting of any tree, or any tree planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the Local Planning Authority seriously damaged or defective) another tree of the same species and size originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variations.

### **3.14.3 Additional Work**

Defective, diseased, unsafe, or weak parts of trees additional to those scheduled for attention:  
Give notice if detected.

#### **3.14.4 Prevention of Wound Bleeding**

Standard: To BS 3998, clause 8.

#### **3.14.5 Prevention of Disease Transmission**

Standard: To BS 3998, clause 9 and Appendix B.

#### **3.14.6 Cutting and Pruning Generally**

Tools: Appropriate, well maintained, and sharp.

Final pruning cuts:

- Chainsaws: Do not use on branches of less than 50 mm diameter.
- Hand saws: Form a smooth cut surface.
- Anvil type secateurs: Do not use.

Removing branches: Do not damage or tear the stem.

Wounds: Keep as small as possible, cut cleanly back to sound wood leaving a smooth surface, and angled so that water will not collect on the cut area.

Cutting: Cut at a fork or at the main stem to avoid stumps wherever possible.

Large branches: Remove only with prior approval.

- Remove in small sections and lower to ground with ropes and slings.

Dead branches and stubs: When removing, do not cut into live wood.

Unsafe branches: Remove epicormics shoots and potentially weak forks that could fail in adverse weather conditions.

Disease or fungus: Give notice if detected. Do not apply fungicide or sealant unless instructed.

#### **3.14.7 Crown Reduction/ Shaping**

General: Cut back selectively to lateral or sub-lateral buds or branches to retain flowing branch lines without leaving stumps.

#### **3.14.8 Crown Lifting**

Clearances: Remove branch systems to give clearance.

- Height: As recommended by BS 7370-4, clause 3.7.2.3.

Removing branches: Remove whole branches back to the stem or cut lower portions of branches back to lateral or sub lateral buds or branches. Do not leave stumps.

### **3.14.9 Crown Thinning**

Removing branches: Remove inward growing, crossing, rubbing, dead and damaged branches.

Thinning: Selectively remove secondary and small live branch growth evenly throughout the crown.

- Quantity: To be agreed and instructed by an experienced arboriculturalist.

Cutting: Make no cuts of more than 35 mm diameter.

- Branches: Cut back to lateral or sub lateral buds or branches without leaving stumps.

Appearance: Leave a uniform and well-balanced structure of branches and foliage.

### **3.14.10 Cutting Tree Roots**

Excavating: Use hand tools only.

Protected area: Do not cut roots within an area which is the larger of:

- The branch spread of the tree.
- An area with a radius of half the tree's height, measured from the trunk.

Outside protected area: Give notice of roots exceeding 50 mm in diameter. Do not cut without approval.

Cutting:

- Cutting: Make clean smooth cuts with a hand saw.
- Wounds: Minimize. Avoid ragged edges.
- Finishing: Pare cut surfaces smooth with a sharp knife.

Backfilling:

- Protection: Cover cut roots with clean sharp sand.
- Material: Backfill with original topsoil.

## **3.15 Removing Trees, Shrubs and Hedges**



Standards: To BS 3998, Appendix A and Health & Safety Executive (HSE)/ Arboricultural and Forestry Advisory Group Safety Leaflets.

Existing services: Check for below and above ground services. Give notice if they may be affected.

Shrubs and smaller trees: Cut down and grub up roots.

Tree stumps:

- Removal: Remove mechanically to a minimum depth of 300 mm below ground level.
- Removal by winching: Give notice. Do not use other trees as supports or anchors.

Protection: Avoid damage to neighbouring trees, plants, and property.

Work near retained trees: Where tree canopies overlap and in confined spaces generally, take down trees carefully in small sections to avoid damage to adjacent trees that are to be retained.

Filling holes:

- Material: Use as-dug material and/ or imported soil as required.
- Finishing: Consolidate and grade to marry in with surrounding ground level.

### **3.16 Bark Damage**

Wounds:

- Do not attempt to stop sap bleeding.
- Bark: Remove ragged edges using a sharp knife.
- Wood: Remove splintered wood from deep wounds.
- Size: Keep wounds as small as possible.

### **3.17 Cavities in Trees**

Investigation: Remove rubbish and rotten wood. Probe the cavity to find the extent of any decay and give notice.

Water filled cavities: Do not drain.

Sound wood inside cavities: Do not remove.

Cavity openings: to be agreed.

### **3.18 Cleanliness**

Arisings: Remove from hard surfaces.

General: Leave the works in a clean, tidy condition at Completion and after any maintenance operations

### **3.19 Hard Surfaces**

Hard Surfaces

Herbicide: Apply a suitable foliar acting or residual herbicide. Allow recommended period for herbicide to take effect before clearing arisings.

Hard surfaces: Remove litter, leaves and other debris.

Surface gutters and channels: Remove mud, silt, and debris.

Drainage gullies: Empty traps and flush clean.

Gravel areas: Rake over. Remove weeds, litter, leaves and debris, and level off.

Repairs to flexible bituminous paving: In accordance with the original paving specification or BS 7370-2, clause 4.12.

Stain removal: In accordance with BS 7370-2, table 4.

### **3.20 Paving Surfaces and Ramps**

Regular monthly maintenance inspections are to be undertaken of surface treatments for litter, debris, and leaf removal (or snow clearance and de-icing in winter months).

To maintain the condition of all surfaces in a clean and safe condition

Cleaning is to be either mechanically swept or jet washed as required to remove surface build-up of atmospheric dust. Removal of chewing gum or other significant marking may be done locally by the use of an approved chemical agent. Frequency – Monthly

In the event of weeds or moss growth in paving joints these are to be treated with an appropriate water-based herbicide. Weeds are not to be pulled out by hand to preserve the bedding course. Frequency – Monthly from spring to autumn and bi-monthly during winter.

Damages to paving surfaces - In the event of any cracking, disturbance, breakages or damaging of paving surfaces these are to be replaced to match. Frequency – Inspections to be undertaken on a monthly basis by on site building staff and works undertaken immediately in identification

of any fault.

### **3.21 Furniture**

To maintain all seating and raised planting elements in a clean and safe condition.

Damage to seating elements/ raised planters – In the event seating, raised planter elements are damaged a suitably qualified contractor will be required to source replacement timbers and replace any broken or damaged units that are deemed to pose a risk to public safety or are aesthetically not in keeping with the design intent. Frequency – Inspections to be undertaken on a weekly/ monthly basis by on site building staff and works undertaken immediately in identification of any fault

Removal of chewing gum or any other significant marks – Chewing gum may be removed using an approved chemical agent. Other significant marks such as permanent markers and spray paint are to be removed using an approved chemical agent to manufacturer's recommendations. Any surface coatings or finishes that are compromised by the marks are to be repaired. Frequency – Inspections to be undertaken on a weekly/ monthly basis by on site building staff and works undertaken immediately in identification of any issues.

**LANDSCAPE MAINTENANCE SCHEDULE**

Tasks	J	F	M	A	M	J	J	A	S	O	N	D
<b>General</b>												
Weed Control												
Watering												
Pest & Disease Control												
Replacement Planting												
Removal of Litter & Debris												
Mowing amenity lawn												
Check Ties & Supports												
Fertiliser & Mulch application												

**Trees**

Inspection												
Pruning and remedial work												

**Shrubs**

Inspection												
Pruning and remedial work												
Mulching												

**Hard Surfaces**

General Inspection												
Clear snow & Ice												
Clear Gullies & Flush Clean												
Remove litter, leaves & debris												
Treat weeds												

## **D. Landscape Maintenance Plan**

**To be provided by the Recipient and agreed with the Grantor**

**E: Volunteer Programme Plan**

**To be provided by the Recipient and agreed with the Grantor**

## F: UKSPF BRANDING AND PUBLICITY



[Home](#) > [Business and industry](#) > [UK economy](#) > [UK economic growth](#)

Guidance

### UK Shared Prosperity Fund: branding and publicity (6)

This page provides information on branding and publicity for the UK Shared Prosperity Fund.

From: [Department for Levelling Up, Housing and Communities](#)  
([/government/organisations/department-for-levelling-up-housing-and-communities](#))

Published 19 July 2022

Last updated 8 March 2023 —

#### Branding and publicity

#### Related content

6.1 Branding and publicity play a key role in ensuring effective promotion and acknowledgement of the wider Levelling Up agenda and as part of that the UK Shared Prosperity Fund.

6.2 The requirements relate to all communications materials and public facing documents relating to funded activity – including print and publications, through to digital and electronic materials. This includes any preparatory activity linked to the Fund.

6.3 We expect places to comply with these requirements and adhere to the guidelines as part of the delegated delivery model.

#### Levelling Up branding requirements

6.4 UK4 UK government and Levelling Up publicity and branding requirements must be followed for all UK government funded projects. This includes the UKSPF. The requirements cover a number of areas including logo use, production of plaques, print and digital materials, and also co-branding. Also explained are the bilingual requirements for Wales and how this should be implemented. For more information visit:

[UK government Branding Guidelines](https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/)  
(<https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>)

[Funded by UK government Branding Manual](https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding_Funded_By_UKG-.pdf) ([https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding\\_Funded\\_By\\_UKG-.pdf](https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding_Funded_By_UKG-.pdf))

Further guidance on the Levelling Up branding requirements will be published shortly.

6.5 For the UKSPF, co-branding is only permitted with lead LLAs (or any strategic geography branding) or funders.

[UK Shared Prosperity Fund: additional information](#)  
([/government/collections/uk-shared-prosperity-fund-additional-information](#))

[UK Shared Prosperity Fund: overview \(1\)](#) ([/guidance/uk-shared-prosperity-fund-overview-1](#))

[UK Shared Prosperity Fund: procurement \(8\)](#) ([/guidance/uk-shared-prosperity-fund-procurement-8](#))

[UK Shared Prosperity Fund: reporting, monitoring and performance management \(3\)](#)  
([/guidance/uk-shared-prosperity-fund-reporting-and-performance-management-3](#))

[UK Shared Prosperity Fund: outputs and outcomes definitions \(2\)](#)  
([/guidance/uk-shared-prosperity-fund-outputs-and-outcomes-definitions-2](#))

#### Collection

[UK Shared Prosperity Fund: additional information](#)  
([/government/collections/uk-shared-](#)

## UK Shared Prosperity Fund specific requirements

[prosperity-fund-additional-information](#))

6.6 In addition to following and meeting the Levelling Up requirements stated above, a number of additional requirements need to be followed by LLAs and project deliverers of UKSPF projects.

### Digital materials including websites and social media

6.7 Digital channels can provide a quick way to reach audiences and promote Fund activities. Where details of Fund activities are published on a website, a clear and prominent reference to the funding from the UKSPF is to be included as follows:

'This project is [funded/part-funded] by the UK government through the UK Shared Prosperity Fund.'

6.8 Where practical, LLAs and project deliverers should also include a link to the UK Shared Prosperity Fund [webpage](#) (<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus>), and the following text (which must also be used for notes to editors):

The UK Shared Prosperity Fund is a central pillar of the UK government's Levelling Up agenda and provides £2.6 billion of funding for local investment by March 2025. The Fund aims to improve pride in place and increase life chances across the UK investing in communities and place, supporting local business, and people and skills. For more information, visit <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus> (<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus>)

6.9 When describing or promoting Fund activities on social media such as Twitter, the following hashtag (#) should be used #UKSPF. This will be re-tweetable by UK government allowing others to follow Fund activities.

### Press and media including press releases and notes to editors

6.10 A cost-effective way to promote Fund activities is through the media. It is good practice to develop press releases at the launch of activities, and subsequently to announce key milestones and achievements.

6.11 Press releases must include a clear and prominent reference to the UKSPF, in the main body of the press release as follows:

'[This project/Name of project] has received £[INSERT AMOUNT] from the UK Government through the UK Shared Prosperity Fund'.

6.12 It is a requirement to also use set notes to editors in all media activities. The text to use has been provided above in the Digital Materials section.

6.13 We do not require sight of any branding and publicity activities undertaken by LLAs and project deliverers in the course of delivering Fund activities, but evidence of compliance with branding and publicity guidance should be retained for monitoring and audit purposes.

6.14 Please also ensure that you keep UK government informed of any future publicity opportunities, via quarterly reporting to DLUHC.

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Last updated 8 March 2023 + [show all updates](#)

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## Explore the topic

[UK economic growth \(/business/uk-economic-growth\)](#)



## E. UKSPF MONITORING AND REPORTING



[Home](#) > [Business and industry](#) > [UK economy](#) > [UK economic growth](#)

Guidance

### UK Shared Prosperity Fund: reporting, monitoring and performance management (3)

This page provides information on reporting and performance management for the UK Shared Prosperity Fund.

From: [Department for Levelling Up, Housing and Communities](#)  
[\(/government/organisations/department-for-levelling-up-housing-and-communities\)](#)

Published 19 July 2022

Last updated 11 May 2023 —

#### Contents

- — [Reporting](#)
- — [UKSPF Performance management and change process](#)

#### Reporting

3.1 The UKSPF has been designed to empower every place across the UK to take the lead in shaping and delivering the Fund. As per the prospectus, DLUHC will require formal reporting on a sixth monthly basis. To support our understanding of progress we will also request summary updates on a quarterly basis from lead local authorities (LLAs).

#### The questions LLAs will be asked and the data we will collect

3.2 LLAs will provide short, largely qualitative summary updates to DLUHC on a quarterly basis. This will include the following questions:

#### Summary questions

- Spend to date against the three UKSPF investment priorities and forecast?
- Spend to date and forecast for Multiply (in Scotland, Wales and Northern Ireland)?
- Spend to date and forecast for the Rural England Prosperity Fund (from 2023-24 Financial Year, England Only)?
- Spend to date and forecast for Management and Administration?
- Summary of progress with an overall Red, Amber, Green (RAG) rating of the progress and trend (using drop-downs). Plus short narrative progress

#### Related content

[UK Shared Prosperity Fund: outputs and outcomes definitions \(2\)](#)  
[\(/guidance/uk-shared-prosperity-fund-outputs-and-outcomes-definitions-2\)](#)

[UK Shared Prosperity Fund: overview \(1\)](#) [\(/guidance/uk-shared-prosperity-fund-overview-1\)](#)

[UK Shared Prosperity Fund: additional information](#)  
[\(/government/collections/uk-shared-prosperity-fund-additional-information\)](#)

[UK Shared Prosperity Fund: branding and publicity \(6\)](#)  
[\(/guidance/uk-shared-prosperity-fund-branding-and-publicity-6\)](#)

[UK Shared Prosperity Fund: prospectus](#)  
[\(/government/publications/uk-shared-prosperity-fund-prospectus\)](#)

#### Collection

[UK Shared Prosperity Fund: additional information](#)

summary update (250 words maximum)

- Forecast underspend at the end of the financial year, (capital and revenues totals), and details of how much funding the LLA wishes to reprofile in the next financial year?
- Forward look to provide narrative highlighting any new projects, events, case studies and opportunities for Ministerial visits (maximum 200 words).

[\(/government/collections/uk-shared-prosperity-fund-additional-information\)](#)

3.3 LLAs will also be asked to answer a one-off question, about how they have spent capacity funding. On an annual basis we will also ask LLAs if they have undertaken any evaluation activity to support DLUHC's evaluation of the programme.

3.4 Summary reporting will be supplemented every 6 months at the middle and end of the financial year, by more detailed questions about projects, outputs, outcomes and expenditure. The additional questions we will ask, and the tier of the programme they will relate to is set out below:

#### **Additional Summary Reporting Questions – end of 2022-23 Financial Year**

3.5 Having asked LLAs to estimate end of year expenditure and likely underspends in their first Summary Report, the end of 2022-23 Financial Year report, due on 2 May 2023, will ask LLAs who have said that wish to reprofile underspends into the next financial year to say how they plan to ensure that reprofiled funding can be used as well as the allocation for the next financial year (Max 500 words).

#### **Credible plan**

To assess whether LLAs have a credible plan to address underspends at the end of the Financial Year, plans should summarise:

- Amount of funds committed and the profile of that spend.
- Amount of funds allocated, but not committed to projects and the profile of that spend.
- Plan for the allocation of unallocated funds, key milestones re. timing of calls, commitment of funds and spend profiles.
- Risk management i.e., confirmation that plans are in place to manage risks relating to project pipeline and capacity.

Plans must be signed off by the LLA Chief Finance Officer. We will also take into account spending profile of underspends in the Expenditure report.

If places can demonstrate a credible plan as set out above, then they will receive their full Year 2 funding allocation. If, however, LLA plans to reprofile underspend are not credible, Year 2 payments will be staged.

3.6 We have tried to limit the additional questions that we will ask LLAs in their more detailed 6 monthly reports, in line with the principles of local autonomy, decision making and accountability. DLUHC's approach to performance management is that it should be proportionate, asking only for the information we need to understand delivery progress and satisfy our own duties.

The questions we will ask, and the tier of the programme they will relate to is set out below:

#### **Project level**

- Name of Project (projects listed by Investment Priority)
- Project Description – a brief description of the project (max 10 words), for example: Local Business Development Grants.

- New or pre- UKSPF Project – is this a continuation of an existing project with UKSPF funding, or a new project?
- The main UKSPF intervention the project has been set up to support - primary intervention, based on spend
- Location – Project Postcode or Project Delivery Postcode (if applicable). Local Authority Areas that will benefit
- Delivery Lead – name of the organisation delivering project
- Type of Organisation delivering project – for example, VSO, Private Sector etc
- Status – that is, Planned, Live, Finished (completed), Closed (stopped early)
- Reason for closure – if project has closed early rather than being successfully completed
- Estimated total UKSPF budget – UKSPF / REPF budget (if applicable) & Total Budget (from all sources)
- Primary & Secondary non UKSPF funding sources
- Asking for Project Budget means that once listed, project details will only have to be updated when the project ends or if there is a significant change to project objectives (change of intervention) or budget rather than for every return.

### **Outputs and outcomes**

3.7 LLAs will be asked to report on the cumulative achievement of Outputs and Outcomes, using the same template that was used for investment plans (IPs). Cells that were blocked in the IP template are now open to allow LLAs to report the achievement of deliverables that were not planned in their investment plan.

Expenditure profile

3.8 LLAs will be asked to report on actual spend to date, compared with funding allocations. In May 2023 we will ask LLAs to report on expenditure for each intervention from the start of delivery to 31 March 2023, asking for total spend against forecast, (allocation), and capital and revenue split. We will also ask LLAs to report any match or third-party funding.

3.9 Management and administration (M&A) expenditure, should be reported on the basis of actual costs. There will be a separate line to account for the spend to date. As per the Prospectus, LLAs can utilise more than their agreed percentage of funding to support M&A in year one, but must record actual spend and by the end of the Programme this must not exceed the agreed percentage.

3.10 The Chief Finance Officer at each LLA must sign off returns to the department, to confirm they are content that what has been provided is accurate and deliverable. Summary reporting at the end of quarters 1 (June) and 3 (Dec, except in year 1) is intended to provide an overview of activity, expected spend and expected underspend and should be signed off on that basis.

### **Reporting timetable**

3.11 The table below sets out the timeline for reporting. Summary reporting will only ask the questions detailed at 3.2. LLAs should continue to collect the outputs and outcomes of their UKSPF spend as benefits continue to be delivered after the reporting period. How we would expect LLAs to provide outputs and outcomes that continue to materialise after 2025 will be set out in due course.

Reporting Periods	Report Commissioned	Report Due Date	Information Type
Start of programme 22 to 28 February 2023	27 February 2023	17 March 2023	Summary report only
Start of programme to 31 March 2023	3 April 2023	2 May 2023	End of Year full report, to include credible plans to address 2022-23 underspend if incurred
1 April to 30 June 2023	3 July 2023	1 August 2023	Quarterly (summary report only)
1 April to 30 September 2023	2 October 2023	1 November 2023	6-monthly
1 October to 31 December 2023	2 January 2024	1 February 2024	Quarterly (summary report only)
1 October to 31 March 2024	2 April 2024	1 May 2024	6-monthly
1 April to 30 June 2024	1 July 2024	1 August 2024	Quarterly (summary report only)
1 April to 30 September	1 October 2024	1 November	6-monthly

Reporting Periods	Report Commissioned	Report Due Date	Information Type
2024		2024	
1 October to 31 December 2024	2 January 2025	1 February 2025	Quarterly (summary report only)
1 October to 31 March 2025	1 April 2025	1 May 2025	6-monthly and final reporting of the SR funding cycle

#### What will we do with the data provided?

3.12 The questions and data requested from LLAs is intended to capture information for three purposes:

- A programme level oversight of the progress of the UKSPF to assure DLUHC, the Accountable Officer, Ministers and Parliament.
- Support evaluation of the Fund, the principles of which are set out in the monitoring and evaluation section and are expanded upon in the evaluation strategy.
- Monitor that UKSPF monies are being spent on the UKSPF priorities, and that the outputs and outcomes delivered are in line with expectations detailed in investment plans.

3.13 All data submission returns will need to be scrutinised and signed off by LLA Chief Finance Officer.

#### UKSPF Performance management and change process

3.14 The following section sets out the process for a LLA to make changes to their investment plan and their duties to inform DLUHC regarding changes. These sit along LLAs' existing statutory duties and rules to use public money well.

#### **Triggers for change**

3.15 The UKSPF will take a proportionate approach to changing local priorities and plans in line with the responsibilities delegated to LLAs. This means that DLUHC approval will only need to be sought when "material changes" are made to UKSPF investment plans.

3.16 If changes are made but fall beneath the thresholds defined in paragraph 3.20 to be considered "material changes" then LLAs do not need to seek DLUHC approval.

3.17 However, they should provide updates on these changes to DLUHC as part of their regular reporting cycle. This should be via their usual quarterly and sixth monthly reporting cycle.

3.18 If the thresholds at 3.20 were crossed, DLUHC would consider the change "material" and formal approval would be required from the department before a LLA could make the changes.

3.19 Requests for material changes can be made to the department as and when required. DLUHC will set out a template for LLAs to use following the process below.

#### **Material changes**

3.20 For the purposes of the UKSPF a 'material change' will constitute any of the following:

##### **Material change 1:**

A post investment plan approval request for administration costs over the 3 years to exceed the percentage agreed in a LLA's investment plan.

##### **Material change 2:**

A single reprofiling of funding from one investment priority to another (not between interventions) if the change involves moving 30% of the total funding allocation over the 3 years or £5 million whichever is lower.

This change will be benchmarked against the investment plan agreed by DLUHC or against the position agreed as part of a previous material change.

##### **Material change 3**

Introduction of a new bespoke intervention.

3.21 The following do not constitute a Material Change and can be reported to DLUHC in the mid-year and end of year monitoring returns.

1. Movement of funding between interventions within an investment priority
2. Changes in outputs or outcomes as a result of moving funding between interventions within an investment priority
3. Movement of funding between investment priorities that does not trigger Material Change 2 and
4. Changes to outputs and outcome as a result of moving funding between investment priorities that does not trigger Material Change 2
5. Changes to financial profiles to manage underspends as part of year end reporting, except (as mentioned above in paragraph 3.20) when they

trigger one of the material changes mentioned above

6. Changes to financial profiles and outputs and outcomes as a result of the removal of the restriction on funding people and skills activity in England in financial year 2023/2024

**Questions for Lead Authorities to answer as part of change process**

3.22 The follow questions will be asked of LLAs as part of DLUHC's consideration of any 'material changes.'

**All changes**

1. Has the Chief Finance Officer certified that the change is necessary and deliverable?
2. Can you confirm that the local partnership group's view was sought prior to this change request and confirm they were content?

**Request to use more than the agreed total of their UKSPF allocation for administration, post investment plan submission.**

1. How much additional funding for project management / administration is required to deliver your programme / project?
2. What additional funding for management / administration is the lead authority able to provide itself?
3. What impact will be increasing management / admin costs have on outputs and outcomes?

**Request to move 30% or £5 million or more of total UKSPF allocation between investment priorities**

1. What alternative intervention and outputs/outcomes, if any, do you now want to deliver?
2. Confirm that you have considered the risks and issues that arise from your change of plans, and the management and mitigation of those risks and issues including e.g. risks, public sector equality duty?
3. Confirm that you have sufficient capability and capacity to manage the impact of the requested change?
4. Confirm that any subsidy / State Aid implications from the requested change have been considered and activity can take place in compliance with these requirements and that funding the amended project will not breach subsidy/State Aid law.

3.23 Material change requests will be assessed and responded to as quickly as possible by the UKSPF team. Further details on the format of the collection of this data from lead authorities will be set out in due course, in advance of the first formal reporting deadline.

3.24 The Fund's ethos and design is intended to give LLAs flexibility and responsibility in delivering. However, there are some changes that the department would not consider:

- In year requests to increase the amount of revenue funding (RDEL) and reduce the amount of capital funding (CDEL) to be used in that year. The annual grant determination letters LLAs will receive will set out an RDEL and a CDEL allocation. CDEL funding cannot be converted to RDEL, however the amount of CDEL can be increased by converting RDEL to CDEL.
- Changes, regardless of whether they constitute a material change to annual financial profiles that would result in increased RDEL spend beyond each LLA's percentage cap, which is set out here in the [UKSPF prospectus \(https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund\)](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund) (RDEL % CAP).

- In Scotland and Wales, requests to move funding allocated for the delivery of Multiply to core UKSPF interventions.

**Spend and accounted for: definition and managing local allocations**

3.25 As set out at s8.1 of the prospectus, we will pay each LLA annually for core UKSPF funding (and Multiply funding in Scotland and Wales). In 2022 to 2023, funding will be paid once the local investment plan has been signed off. In 2023 to 2024 and 2024 to 2025, we will pay as soon as possible in the financial year, once reports have been reviewed.

3.26 We expect Fund investment and outputs (for core UKSPF in England, Scotland and Wales, and also Multiply funding in Scotland and Wales) to be achieved in line with each place's Investment Plan. We reserve the right to withhold, delay and/or alter payment cycles from 2023 to 2024 onwards where there are performance or other issues with delivery.

3.27 This will be subject to LLAs demonstrating in their investment plans and subsequent performance reports that a full annual payment will be spent and accounted for in-year on UKSPF activities, or a credible plan for underspends is agreed.

**What counts as 'spend'?**

3.28 LLAs can report spend of their annual UKSPF allocation if that spend is included in the LLA's accounts for that year. 'Spend' includes expenditure invoiced and paid, as well as accrued, in line with financial accounting standards. i.e. all expenditure related to UKSPF activity allocated to the 2022/23 accounts can be allocated to the 2022/23 UKSPF allocation regardless of when payments were made. There is no requirement for funds relating to UKSPF activity to have been defrayed i.e. left the LLA's bank account in order to be counted against that year's UKSPF allocation.

To be classed as spend for UKSPF funding must relate to costs incurred by the organisation delivering UKSPF funded activity (project deliverers), including in-house delivery by the LLA.

For example, if an MCA LLA (or LLA acting as the lead for group of local authorities) paid a proportion of its UKSPF allocation to each of the LAs in its area to deliver projects and delegated selection of projects to the individual local authorities:

- The advance funding paid by the MCA to the LAs **would not** be considered to be spent.
- The funding paid to the LA would be considered to be spent when the LA has paid funds to project deliverers.

If an LLA transfers funds to another local authority to deliver a specific project (the local authority is the project deliverer) the funding paid to the latter would be considered to be spent when it is paid by the LLA to the local authority.

3.30 There is no requirement for LLAs to pay project deliverers in arrears based on actual expenditure. LLAs can chose to pay funding in advance, to a profile, based on actual expenditure or a combination of these approaches depending on the circumstances. Where funding is paid in arrears LLAs should look to reimburse project deliverers as quickly as possible.

3.31 This applies to all UKSPF expenditure – including any payments from a LLA to another local authority, or in-house expenditure.

**LLA underspends**

3.32 We will consider withholding the next annual instalment until we have received credible plans demonstrating revised delivery to achieve expected targets, setting out how the LLA will utilise underspends in the next year

and/or appropriate milestones and spend have been achieved for the previous year (see 3.5 for credible plan requirements). LLAs will need to establish appropriate programme management methods to maximise effective delivery and achieve spend to profile.

3.33 If we have ongoing concerns around future spending plans based on experience of local delivery to date, then we may pay in instalments based on performance, or otherwise delay or withhold future annual allocations.

3.34 No funding will be provided for activity after 31 March 2025, and we will expect underspends in the final year of the programme (2024 to 2025) to be repaid to DLUHC. The future of the UKSPF will be a matter for the next Spending Review, and will benefit from areas being able to evidence delivery, value for money, outputs and outcomes after 31 March 2025.

3.35 As set out in the [UKSPF Prospectus](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus) (<https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus>), where there are current or emerging operational or financial risks, we may reduce delegation, reduce payment periods or withhold funds. This may also result in more regular reporting requirements in order to release funding in year.

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## Explore the topic

[UK economic growth \(/business/uk-economic-growth\)](#)

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