

# St Helens Borough Council Grants and Commissions

## Borough of Culture Open Grants Opportunity No.3



## Celebrating St Helens Borough's Amazing Groups, Culture and Ideas

### St Helens Borough of Culture Arts and Heritage Grants and Commission opportunities

To celebrate St Helens Borough of Culture 2023, St Helens Borough Council will award a number of grants and commissions for arts and heritage projects for groups and individuals through 4 different routes as outlined below.

Opportunity number	Award	Open to:	Funded by:	Award Range	Deadline for applications
1	<b>Reside* Creative Commissions</b>	Individual artists/creatives of any discipline (e.g. living in, working in or connected to St Helens Borough	<b>Arts Council England National Portfolio Organisation funding for St Helens Library Service</b>	<b>£150 up to £1,000</b>	<b>20<sup>th</sup> March 2023</b>
2	<b>Creative Underground: Community Grants (Heritage grants)</b>	Organisations including voluntary/community constituted groups/organisations, registered charities, social enterprises, Community Interest Companies (please note, CIC's must have been running for a minimum of two years and we can consider CICs limited by guarantee but not those limited by shares). Other not-for-profit organisations might also be eligible.	<b>National Lottery Heritage Fund and Liverpool City region Combined Authority  (thanks to National Lottery Players)</b>	<b>£500 up to £4,000</b>	<b>17<sup>th</sup> April 2023</b>
3	<b>St Helens Borough of Culture Open Grants (arts, heritage and sport)</b>	Individuals or groups	<b>UK Shared Prosperity Fund: Culture Strand</b>	<b>£200 up to £2,500</b>	<b>1<sup>st</sup> May 2023</b>
4	<b>Harry and Mavis Pilkington Foundation Fund Grants</b>	Constituted Groups	<b>Harry and Mavis Pilkington Foundation Fund for Arts and Leisure</b>	<b>£50 up to £250</b>	<b>5<sup>th</sup> June 2023</b>

### **Opportunity Number 3**

#### **St Helens Borough of Culture 2023 Open Grants (Arts, Heritage and Sport)**

The St Helens Borough of Culture 2023 Open Grants (Arts, Heritage and Sport) will provide grant funding for arts, heritage and sports projects to celebrate St Helens Borough of Culture 2023. These grants are made possible through funding from the UK Shared Prosperity Fund: Culture Strand.

#### **How much can I apply for?**

Grants will range from £200 - £2,500.

#### **Am I eligible to apply?**

This fund is open to anyone that:

- lives in St Helens including individuals, groups (constituted and non-constituted)
- or for any group who base their activity within St Helens Borough, but members live elsewhere.

Grants can be used for:

1. Revenue costs for Arts, Heritage, Sports projects (all artforms including dance, theatre, music, visual arts, creative writing etc are eligible) taking place during 2023 including artist fees and materials. There is no expectation to find match-funding, but you are encouraged to apply for additional funding if relevant.
2. Contribution to a larger existing project that you have planned to celebrate Borough of Culture 2023. e.g. To pay for promotional materials for a Borough of Culture event that you/your group is already planning to deliver.
3. Match funding towards an application you are making for a larger project (subject to a successful application to the other funding stream)

#### **Ineligibility**

1. Grants cannot be used to fund capital costs such as equipment or building matters.

#### **Are there any opportunities for my project to link to wider celebrations or planned events for St Helens Borough of Culture 2023?**

St Helens Borough Council will work with you to link your project into the most relevant existing planned event or programme.

For example, artists/creatives receiving grants will be showcased as part of the St Helens Borough of Culture **Reside\*** residency programme, that will showcase artists who live in St Helens. There are many artists, performers, musicians, writers, photographers and makers living in St Helens who want to be part of the Borough of Culture celebrations. **Reside\*** is a way for artists to develop and share the work they create and will ensure that each Creative Commission is profiled and celebrated during the Borough of Culture year 2023.

The Reside\* programme will also offer developmental residential weekends, artist meetups and public sharing's, which will be open to all artists/creatives in the Borough to attend.

Heritage Projects will be invited to take part in the Heritage Open Day events during September 2023, if relevant, or will be promoted in another way.

### **Environmental Responsibility**

Grant recipients will be encouraged to consider any environmental impact the production of their piece of work might have and how this can be mitigated. For example, using local suppliers, car sharing etc.

### **How will I be supported?**

There are a team of people that will be supporting the grant recipients including the St Helens Borough Council Heritage Officer, Archivist, Arts in Library Officers, Sports Development Officer, and Creative Producers. You will be linked up with the most relevant of the team to support you in developing and delivering your work.

Individual artists and creatives that are funded will be supported through the Artist Together programme (Cultural Hubs: Arts In Libraries' artist development programme); receiving support and guidance through an Arts in Libraries Officer and/or a Creative Producer.

You can find out more about the Artists Together programme, delivered as part of the Cultural Hubs Arts in Libraries programme since 2018, at the following web-link: [Artists Together - St Helens Borough Council](#)

### **How do I apply for a St Helens Borough of Culture 2023 Open Grant (Arts, Heritage, Sports)?**

Complete the application form below:

To help you shape your application, we recommend contacting us ahead of submitting your proposal: James Valentine-Burrows at [jamesvalentine-burrows@sthelens.gov.uk](mailto:jamesvalentine-burrows@sthelens.gov.uk)

### **The application form must be submitted via email by Monday 1<sup>st</sup> May 2023 to:**

Natasha Painter, Library Support Officer. Email: [natashapainter@sthelens.gov.uk](mailto:natashapainter@sthelens.gov.uk)

If you are unable to complete the application form, you can apply by video or audio. Please send a Dropbox folder link or similar to the email address above. Please keep this to a maximum of 8 minutes and include essential contact details (phone and email), name and address in the email.

### **Grant assessment**

Applications will be assessed by the following steering group:

- Owen Hutchings (Senior Arts in Libraries Officer, St Helens Borough Council). Chair of the group
- William Renshaw (Library Operation and Archive Manager, St Helens Borough Council)
- Patrick Kirk-Smith (Director, Art in Liverpool CIC / Liverpool Independents Biennial)
- Relevant arts practitioner to be confirmed.
- Gemma Ireland (Sports Development Officer)

Conflicts of Interest will be declared ahead of the Grant Decision meeting and anyone with a conflict of interest will not be involved in the decision making around the Group where a conflict of interest exists.

Our decisions will be based on:

- Correct evidence required provided by the individual/group
- Confidence of delivery of the project within time and budget
- Projects we feel will make an interesting addition to Borough of Culture celebrations.
- Projects that will introduce more people to arts/heritage/sport.

### **Payment of Grants**

If the application is approved, up to 80% of the grant will be awarded following the return of the signed grant offer letter to St Helens Borough Council. The remainder of the grant will be awarded on completion of the activity and following production of receipts as appropriate.

You must not start your project/activity until funding has been confirmed.

### **Grant Acknowledgement**

All grant recipients need to acknowledge that the grant is thanks to UK Shared Prosperity Fund and include their logo on any materials produced. You will also be required to include the following logos: St Helens Borough of Culture, St Helens Borough Council, Liverpool City Region Combined Authority, Metro Mayor Liverpool City Region. You will be provided with all the relevant logos by the Creative Producer supporting you to deliver your project.

### **Additional information:**

- 1.1 Applicants must be aged over 16.
- 1.2 Applications must be received by **Monday 1<sup>st</sup> May 2023**: Applications received after this time will not be accepted.
- 1.3 We want to increase the diversity of the groups and individuals that we support. Applicants will not be discriminated against based on their education or employment status, ethnicity, race, gender, sexuality, nationality, disability, civil or marital status, pregnancy or maternal status, religion, belief or socio-economic background.
- 1.4 Successful individual applicants should live in the Borough. Groups should base their activity within the Borough. Applications that **cannot** show a clear connection to St Helens will be automatically rejected.
- 1.5 STHBC accept no liability for any consequences, whether direct or indirect, that may come about from running your project, the use of the grant or from withdrawal of our grant.
- 1.6 You acknowledge and accept that in the event of a breach of the conditions of the grant, STHBC shall be entitled to withdraw the grant with immediate effect and require the repayment of money already paid.

## St Helens Borough of Culture 2023 Open Grants (Arts, Heritage and Sport)

### Application Form

Name	
Pronouns	
Please provide contact details - ideally email and telephone number.	
Address	
Please outline what you are requesting the grant for? (300 words max)	
Is there a specific event or activity that you would like your project to be part of during 2023?	

#### PROJECT COSTS

Please provide a breakdown of what you will spend the grant on.

Grants are available to support projects between £200 and £2,500.

You should only add values in the VAT column where you or your organisation cannot claim them back. For more details contact HM Revenue and Customs ([www.hmrc.gov.uk](http://www.hmrc.gov.uk)) to check how much value added tax (VAT) you will be able to claim back. If you underestimate costs for VAT, you will have to pay the extra costs.

ITEM	COST PER ITEM (NET)	VAT (irrecoverable)	TOTAL COST

<b>TOTAL REQUESTED</b>			
<p>Is there any other information you would like to provide that adds to your application?</p> <p>(200 words max)</p>			
<p>Please provide up to 5 links of examples of previous work or information about your group if applicable.</p>			

## **Grant Funding Terms and Conditions**

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

**Grant:** the sum of to be paid to the Recipient in accordance with these Terms and Conditions as outlined in the Offer Letter.

**Commencement Date:** as detailed in the Offer Letter

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulations and the Data Protection Act 2018

**End of Grant Date:** as detailed in the Offer Letter

**Funding Body:** as detailed in the Offer Letter

**Offer Letter:** the letter advising the Recipient of the award of the Grant which is to be signed and returned by the Recipient.

**Prohibited Act:** offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:

- (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant or any other contract with the Council; or
- (b) showing or not showing favour or disfavour to any person in relation to the Grant or any other contract with the Council
- (c) entering into the Grant or any other contract with the Council 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 Council;
- (d) committing any offence under the Bribery Act 2010 or under any other legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to the Grant or any other contract with the Council; or
- (e) defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** The project outlined by the Recipient in the application for funding as approved by the Council

**Subsidy Control:** the UK's subsidy control regime, including subsidy control commitments contained in the UK-EU Trade and Co-operation Agreement, commitments on subsidies arising from the UK's membership of the WTO (including but not limited to the Agreement on Subsidies and Countervailing Measures) and any system of subsidy control developed and maintained by the UK Government in accordance with the UK-EU Trade and Co-operation Agreement and/or the European Union (Future Relationship) Act 2020.

## **2 Use of the Grant**

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with these Terms and Conditions.

2.2 The Grant shall not be used for any other purpose and the Recipient shall not make any significant change to the Project without the Council's prior written agreement

2.3 The Recipient shall ensure that its receipt and use of the Grant is in accordance with Subsidy Control. The Recipient agrees to maintain appropriate records of compliance



with Subsidy Control and agrees to take all reasonable steps to assist the Council to make any reports or respond to any investigation(s) in respect of its use of the Grant and the Project as a whole.

- 2.4 The Grant may not be used for costs incurred prior to the Commencement Date and must be spent by the End of Grant Date. Any Grant money which has been paid to the Recipient but not spent by this date must be repaid to the Council.

### **3. Payment**

- 3.2 Subject to clause 4, the Council shall pay the Grant to the Recipient as outlined in the Offer Letter
- 3.3 The Recipient shall comply with such requirements as the Council may stipulate in order to record and monitor the funding and costs associated with the Project which will be notified to the Recipient prior to payment of the Grant.
- 3.4 The amount of the Grant shall not be increased for any reason.
- 3.5 The Recipient shall promptly repay to the Council any money incorrectly paid to it 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 attaching to the Grant have been complied with by the Recipient
- 3.6 Where the Recipient is not registered for VAT and therefore not able to recover the VAT, the request for grant funding will be paid gross of VAT if requested at the time of application. The Recipient must provide evidence of their non-VAT status.

### **4. Withdrawal, suspension, and repayment of the Grant**

- 4.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Council has reasonable grounds to consider that the Recipient has used the Grant for purposes other than that for which it has been awarded;
  - (b) the Council has reasonable grounds to consider that the information and evidence provided by the Recipient in relation to the Project or the Grant has not been complete and accurate or supplied honestly and in good faith;
  - (c) the Recipient commits or committed a Prohibited Act.
  - (d) there is a change to the Project which the Council reasonably considers to be material and has not agreed to in writing; or
  - (e) there is a finding of Subsidy Control non-compliance by a Court or other agency of competent jurisdiction which leads to the Recipient being ordered to repay the Grant or any part of it.
- 4.2 Should the Council require the Recipient to repay all or any proportion of the Grant, it will notify the Recipient in writing. The Recipient undertakes to make any such repayment within 15 Working Days of the date of that notice or by any later deadline agreed by the Council in writing.

### **5. Accounts and records**

- 5.1 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant.

- 5.2 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 the day on which the final Grant payment is made. The Council shall have the right to review, at the Council's reasonable request, the Recipient's records that relate to the expenditure of the Grant.
- 5.3 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council

## **6. Monitoring and Reporting**

- 6.1 The Recipient shall on request provide the Council with such information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with these Terms and Conditions and to enable the Council to report as required to the funding body.
- 6.2 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of these Terms and Conditions and shall, if so required, provide appropriate oral or written explanations from them.

## **7. Publicity**

- 7.1 The Recipient shall acknowledge the Funding Body as the source of funding in all publicity materials relating to the Project and shall act in accordance with all reasonable branding guidelines issued by the Council from time to time.
- 7.2 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council and/or the Funding Body.

## **8. Warranties**

- 8.1 In accepting the Grant and any payment of it, the Recipient represents and warrants that:
- a) it has the resources and expertise necessary to deliver the Project and to comply with these Terms and Conditions;
  - b) it will comply with all relevant laws and safeguarding requirements relevant to the work including any requirement to ensure relevant DBS checks are obtained where the Project will involve working with vulnerable people.
  - c) it shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 as may from time to time be varied or any other law, enactment, order, or regulation relating to discrimination in employment
  - d) it has disclosed in writing to the Council all information which would or might reasonably be thought to influence the Council's decision to award the Grant and which might materially and adversely impact on the Recipient's ability to deliver the Project
  - e) the information and evidence in and relating to or disclosed to the Council in relation to the Grant and the Project, remain true, complete and accurate, and that it will advise the Council of any fact, matter or circumstance which would render any such information or evidence false or misleading.
  - f) it has not committed, nor shall it commit, any Prohibited Act;

g) its acceptance and use of the Grant is compliant with Subsidy Control

## **9. Termination**

9.1 The Council may terminate the Grant on giving the Recipient three months' written notice should it be required to do so by financial restraints or a change in legislation or Government policy, or if in the reasonable view of the Council it is no longer necessary or appropriate to support the Project to achieve the Council's objectives.

## **10. Limitation of liability**

- 10.1 The Council's liability under these Terms and Conditions is limited to payment of the Grant.
- 10.2 The Recipient remains entirely responsible for its risks and liabilities in delivering the Project and the Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient delivering the Project, the Recipient's use of the Grant or any reduction, withdrawal or repayment of the Grant.
- 10.3 The Recipient shall indemnify and hold harmless the Council, 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 Project or the Recipient's use of the Grant, the non- fulfilment of obligations of the Recipient under these Terms and Conditions or its obligations to third parties. The Recipient shall hold sufficient insurance to cover its potential liabilities under this clause 10 and shall provide evidence of such insurance to the Council on request. Where specific insurance levels are required, these shall be outlined in the Offer Letter.

## **11. Data protection**

11.1 The Recipient and the Council shall (and shall procure that any staff or contractors involved in connection with the Project shall) comply with all applicable requirements and all of its obligations under the Data Protection Legislation, which arise in connection with these Terms and Conditions.

## **12. General**

- 12.1 The Recipient may not, without the prior written consent of the Council, assign, novate, sub-contract or otherwise transfer the benefit and/or the burden of this Agreement.
- 12.2 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.
- 12.3 This Agreement does not and is not intended to confer any contractual rights or benefits on any person for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 12.4 This Agreement shall not create any partnership or joint venture between the Council 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.

## **13. Law and jurisdiction**

13.1 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 courts of England and Wales.