**Creative Underground 2024: National Lottery Heritage Fund applications**

**Community Grants** (Creative Underground project, St Helens Archive Service)

In 2022, St Helens Borough Council secured National Lottery Heritage funding of almost £250,000 to deliver the Creative Underground project; an ambitious programme of work to uncover the borough's rich heritage in the arts, culture, and creativity industries.  With thanks to National Lottery players, Community Grants were awarded in 2023 and we are pleased to be offering grants again in 2024, a year that marks the 50th anniversary of the formation of St Helens Metropolitan Borough in 1974.

Grants can be used for:

* Local community groups and organisations to celebrate St Helens’ wider heritage through creative collaborations.
* Creative arts groups to explore their own heritage.

Additional Requirements

* There should be an element of learning for the people involved or engaged in the project.
* Groups are required to create an event or activity for the public as part of Heritage Open Days in September 2024.

Examples might include:

* A choir with a long history in the borough that want to research and share their history, perform in unusual places and celebrate the heritage of the group.
* A drama group who wants to develop a performance that celebrates glass heritage.
* A photography group that wants to create portraits of ex-miners.
* A local history group who are interested in hosting an event or exhibition.
* A ‘Friends of’ group who wish to create a heritage walk, activity or event using archive material.

**How much can I apply for?**

Up to £1,000.

**Am I eligible to apply?**

Applications can be accepted from a wide range of 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.

**Ineligibility**

1. Businesses, individuals and ‘for profit’ organisations are not eligible to apply.
2. Grants cannot be used to fund capital costs such as equipment or building matters and cannot be given to acquire land, buildings or heritage items or for commercially profitable events and activities.

**Group Requirements**

You must be a constituted group or club (with a bank account and committee) and be able to provide a recent bank statement in the name of your group – not more than 3 months old.

Group Boards/Committees/Companies must have at least two un-related members/directors. (By related we mean married, in a civil partnership, living at the same address, in a long-term relationship or related by blood).

**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.

**Support for your Group**

Your projects will be supported by the Heritage Officer on the Creative Underground Project to deliver your project and the Heritage Open Days 2024 activities. If your group has access needs of any kind and will struggle to complete the application form, please get in touch so that we can provide additional support.

We can put you in touch with relevant partners across St Helens that you might want to consider working with (for example: Local Museum, a local Heritage Group, Arts group, or freelance creative practitioners such as visual artists, musicians, or writers).

**How to apply**

To help you shape your application, we welcome you contacting us ahead of submitting your proposal: Tawny Whitfield, Archive & Heritage Supervisor: tawnywhitfield@sthelens.gov.uk

**The application form must be submitted via email by Monday 6 May 2024 to:**

Natasha Painter-Kaye, Library Support Officer. Email: libraries@sthelens.gov.uk

**Grant assessment**

Applications will be assessed by the following:

* William Renshaw (Library Operations and Archive Manager, St Helens Borough Council)
* Victoria Brokenshire (Archivist & Senior Heritage Officer, St Helens Borough Council)
* Andy Cave (Senior Arts in Libraries Officer, St Helens Borough Council)
* Decisions will be ratified by Tanya Wilcock (Director of Communities, St Helens Borough Council)

 Our decisions will be based on:

* Correct evidence required provided by the group.
* Confidence in the group to deliver the project within time and on budget.
* Projects we feel will make a new, interesting, or unique addition to local Heritage Open Days celebrations.
* Projects that will attract wider interest than the group itself and introduce more people to heritage / share less explored heritage of the Borough.
* Projects that have an element of learning for the people involved or engaged in the project.

**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.

**Monitoring:**

* You must spend your grant by 31st October 2024.
* You must complete the provided evaluation and feedback forms for all activities and return these by 31st October 2024.
* The project must include an event or activity as part of Heritage Open Days September 2024.
* You are required to provide details of expenditure as part of a brief End of Grant report.
* If you spend less than the whole grant on the project, you will return the unspent amount within three months of the project being completed; or immediately if the project is cancelled.
* You must retain invoices/receipts for seven years for the items you purchase with the grant and submit copies of these with you end of project reporting.

**Grant Acknowledgement**

All grant recipients need to acknowledge that the grant is thanks to National Lottery Heritage Fund and include their logo on any materials produced. You will also be required to acknowledge St Helens Borough Council, and to credit the Creative Underground Project. Documents will be provided with all the correct logos and wording to use to do this.

**Creative Underground St Helens: Community Grants**

**Application Form**

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| **Section 1:**  **ABOUT YOUR ORGANISATION**   |
| **Contact Details**   |
| Name of Organisation    |    |
| Status of Organisation (Constituted group, Charity, etc.)   |    |
| Address of Organisation (If this is a joint application, give the name and address of the lead partner)   |    |
| Main Contact Name   |    |
| Number   |    |
| Address   |    |
| Email   |    |

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| **Details of your management committee/board/directors.**   |
| Position Held   | Contact Details   |
|      | Name     |    |
| Address   |    |
| Email   |    |
| Phone No   |    |
|    | Name    |    |
| Address    |    |
| Email        |    |
| Phone No   |    |
|    | Name        |    |
| Address     |    |
| Email         |    |
| Phone No   |    |

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| **Bank or Building Society Details**   |
| Account Name    |    |
| Bank/Building Society Name   |    |
| Sort Code   |    |    |    |    |    |    |
| Bank account No. (8 digits)   |    |    |    |    |    |    |    |    |
| Use this box only if you are using a Building Society   |    |

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| When was your organisation set up?    |    |
| What are the main aims and objectives of your organisation?   |
|            |

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| **Section 2:**   | **ABOUT YOUR PROJECT**   |
| Please give a short factual description of your project in no more than 600 words.  |
|               |
| What is the heritage that your project will focus on? No more than 500 words. |
|             |
| Will you work with another partner to deliver your project? If so, please explain what their role will be in no more than 500 words.  |
|            |
| How you know there is a need or demand (or both) for your project? Who have you talked to about it? (e.g. local residents, other community groups, The Council, Heritage Organisations).  No more than 500 words  |
|        |
| When will your project start and finish?   |
|         |
| How would you showcase your project as part of Heritage Open Days and where might this take place?    |
|               |
| What are the opportunities for learning in your project?   |
|               |

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| **Section 3:**  | **PROJECT COSTS**  |   |
| Please provide a breakdown of what you will spend the grant on.  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) 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   |
|    |    |    |   |
|      |    |    |   |
|    |    |    |   |
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|    |    |    |   |
| **TOTAL REQUESTED**   |    |    |   |

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| How did you calculate your costs? How do you know your costs are realistic? (e.g.: you have obtained quotes, or you have paid for similar work in the past).   |
|       |
| Are you applying for the full amount listed above?   |
| Yes   |    | No   |    |
| Please list any matched funding contributions, including those you have received from outside sources if applicable.   |
|     |

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| **Section 4: Declarations & Disclaimer (to be signed by the person submitting this application)**   |
| Are you, or any of the officers of the group, related to a councillors or employee of St Helens Borough Council   |
| **Yes**   |    | **No**   |    | **If yes, please provide their name and job title below.**   |
|   |
| * I have read, understand and accept the notes at the beginning of this application form. I agree that you can check the information in it and any supporting documents with other people and organisations.
* I have read and understand the Grant terms and Conditions provided as part of this application process.
* My organisation has the power to accept a grant, under your terms, and the power to pay back the grant if the terms are not being met.
* I understand that any misleading statements (whether deliberate or accidental) I give at any point during the application process, or any information I knowingly withhold, could mean my organisation’s application is not valid, in which case you will cancel the grant and claim back the money we have received, stop assessing and return the application, or withdraw any grant you offered my organisation.
* I am authorised to put forward this application on behalf of my organisation.
* I do not personally financially benefit from this application.
* On behalf of my organisation, I agree that if we receive any grant from you for our project, we will keep to the standard terms of grant (and those of the National Lottery Heritage Fund as the origin of the funds) and any further terms and conditions set out in the grant notification letter.
* I agree that project details and organisation names may be used for publicity purposes.
* I hereby declare that to the best of my knowledge the information I have given is true and accurate. I agree to be bound by the terms and conditions of the grant.
 |
| **Name:**   |    | **Job Title:**   |    |
| **Signed:**   |    | **Print Name:**   |    |
| **Position:**   |    | **Date:**   |    |

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| **Section 6:**  | **Privacy Notice**  |
| STHBC is the data controller for the person information you provide.  The council has a Data Protection Officer who has overall responsibility for data protection in the council and acts in an independent manner in line with legislation. The council's Data Protection Officer can be contacted via email at dataprotection@sthelens.gov.uk.  Using your personal information.    We collect and hold information about in order to:   1. Process your grant application and keep you informed.
2. Provide support and guidance to your organisation.

  We will keep this information for 7 years.    The information will be stored on STHBC’s SharePoint and can be viewed by relevant Officers and relevant administration within the Library Services Team only.   We will not share your data with external partners.    We will not use our information to make automated decisions about you.     Your data will not be transferred abroad.    The lawful basis for processing your persona data as set out in the General Data Protection Regulation is ‘Consent’.    You have the right to withdraw consent by contacting dataprotection@sthelens.gov.uk.  **Your Rights -** You have the right to be informed about the information being held about you.    You have the right for any inaccurate or incomplete data to be rectified. Contact  dataprotection@sthelens.gov.uk.    You have the right to our personal data being erased. Contact dataprotection@sthelens.gov.uk.   **Rights of Access** You have the right under the General Data Protection Regulation 2018 to request a copy of the information and to know what it is used for and how it has been shared. This is called right of subject access. To request a copy of your data or ask questions about how it is used please email sars@sthelens.gov.uk or speak to our contact centre on 01744 676789.  **Who can I complain directly to if I am unhappy about how my data is used?**  If you are unhappy with how we are processing your data you can, in the first instance, raise this concern with the Data Protection Officer. If you remain unhappy with the outcome you have the right to complain to the Information Commissioner's Office - Tel: 0303 123 1113, Online: https://ico.org.uk/, Post: Information Commissioner, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.   |

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| **I consent to providing my personal data and it being processed by STHBC for the reasons stated above.**   |
| **YES**   |    | **NO**   |    |
| **Signature:**   |    | **Date:**   |    |

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| **FOR GRANT COMMITTEE USE:**   |
| Date received:   |    |
| Our Ref:   |    |
| Amount requested   |    |
| Amount awarded:   |    |
| Date of decision:   |    |

# Grant Funding Terms and Conditions

# Definitions and Interpretation

* 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:

* + 1. 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
		2. showing or not showing favour or disfavour to any person in relation to the Grant or any other contract with the Council
		3. 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;
		4. 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
		5. 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.

# Use of the Grant

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

# 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

# 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.

# 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.

# Payment

* 1. Subject to clause 4, the Council shall pay the Grant to the Recipient as outlined in the Offer Letter
	2. 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. The amount of the Grant shall not be increased for any reason.
	4. 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
	5. 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.

# Withdrawal, suspension, and repayment of the Grant

* 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:
		1. 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;
		2. 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;
		3. the Recipient commits or committed a Prohibited Act.
		4. there is a change to the Project which the Council reasonably considers to be material and has not agreed to in writing; or
		5. 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.
	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.

# Accounts and records

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

# 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.

# Publicity

# 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.

# 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.

# Warranties

* 1. In accepting the Grant and any payment of it, the Recipient represents and warrants that:
1. it has the resources and expertise necessary to deliver the Project and to comply with these Terms and Conditions;
2. 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
3. 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
4. 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.
5. 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.
6. it has not committed, nor shall it commit, any Prohibited Act;
7. its acceptance and use of the Grant is compliant with Subsidy Control

# Termination

* 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.

# Limitation of liability

* 1. The Council’s liability under these Terms and Conditions is limited to payment of the Grant.
	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.
	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.

# Data protection

* 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.

# General

* 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.
	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.
	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.
	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.

# Law and jurisdiction

* 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.