

Partner 3

Name of organisation

Contact name

Postal address

No. of employees

Partner 4

Name of organisation

Contact name

Postal address

No. of employees

Please include a letter of support from each of the partner organisations listed above with your application form. Letters must be signed and be on headed paper.

3. Existing facilities/equipment

Cycle parking

Electric car charge points

Pool bicycles

Pool cars

Showers, lockers, changing room

Other fleet vehicles

4. Your proposed new facilities/equipment

What are you applying to the Travel to Work grant fund for? Please be specific.

5. Why you want to make this purchase

This information should evidence that the facilities/equipment is appropriate and will be made best use of. It should clearly demonstrate a benefit to employees. Advice on how to do this can be found in the Guidance.

Number of employees who will use the facilities or equipment:

How you determined this figure:

Other supporting evidence (use a separate sheet if necessary):

6. Location

The location of facilities/equipment can affect their usage. Please show where they will be situated on a separate site map or diagram.

Why is this a good location? Is it close to an entrance, secure etc?

7. Availability

Who will the proposed new facilities/equipment be available to?

Customers

All employees

Community groups/general public

Visitors

Some employees

Please explain any usage requirements or restrictions, such as days/times of the week they will be available.

12. Supporting initiatives

Please tick if you are involved in any of the following initiatives or organisations:

Cornwall Sustainability Awards - www.cornwallsustainabilityawards.org

Healthy Workplaces - www.behealthyatwork.org

ACT Travelwise - www.acttravelwise.org

Other (please give details) -

13. Application documents

Please tick to confirm the documentation you have included with this application

Application form: completed in full and signed off by all parties

A copy of your chosen quote from the supplier(s). This must be a written quote for your site; we cannot accept quotes directly from a catalogue.

VAT registration number (if registered for VAT)

Supporting letters from all partner businesses listed under section 2, Partners contact details:

Any other supporting evidence

14. Sign off

By signing this application form, you warrant that the information you have provided in this application form is correct and you will comply with the terms and conditions attached to this application form.

This application must be signed off by two people within your organisation with the relevant authority, along with the owner of the property.

Lead officer

Name:

Date:

Job title:

Signature:

(Tick box to confirm
Lead Officer signature)

Director/senior manager

Name:

Date:

Job title:

Signature:

(Tick box to confirm Director/
Senior manager signature)

Landlord/property owner

Name:

Date:

Job title:

Signature:

(Tick box to confirm
Landlord/Owner signature)

Please send completed application forms by email to traveltowork@cornwall.gov.uk

All correspondence should come from the lead business and the Council will only deal with the individual who has signed the application form as the lead officer.

Terms and Conditions

If your application is successful the following conditions will apply (the Terms and Conditions are alternatively referred to as the “Agreement”):

- 1.1 The Grant will be made available to the applicant once the Council has received the documents set out in below:
 - 1.1.1 A copy of the grant claim form, completed in full and signed by the business’ finance officer to confirm the invoices specified on the grant claim form have been paid for;
 - 1.1.2 A copy of the suppliers VAT invoice(s); and
 - 1.1.3 A photograph of the installed facilities and any other documentation requested from time to time by the Council in a form and content satisfactory to it or them.
- 1.2 The Council may make a decision not to accept documents provided to it by the applicant at its absolute discretion.
- 2.1 Subject to clause 2.1B below the ability of the applicant to draw down the Grant will expire 6 (six) months from the date of the offer letter. Applications for payment submitted after this date will not be paid.
- 2.2 The applicant may request an extension to the time limit set out in 2.1 above but any extension shall be at the Council’s absolute discretion and is not guaranteed.
- 2.3 The applicant agrees and accepts that payments of the Grant can only be made to the extent that the Council has the available funds.
3. The Grant shall be used solely for the equipment and associated costs outlined in your application form and for no other purpose.
 - 3.1 The Grant must be used in accordance with the terms and conditions set out in this Agreement.
4. The Council reserves the right to withdraw and/or reclaim the Grant already paid if it appears in the Council’s reasonable opinion that it has not being spent appropriately and in accordance with these conditions.
5. The maximum amount of Grant which will be paid by the Council to the applicant will be set out in the offer letter and shall be exclusive of any VAT that can be reclaimed by you from HMRC.
6. The Grant will not be increased as a result of any overspending by the applicant or otherwise.
7. The availability of the Grant is at all times subject to the applicants compliance with all or any reasonable rules and regulations of the Council in place from time to time, and will all and any rules, regulations or restrictions from time to time in force which have been subsequently communicated to the applicant or any rules, regulations or restrictions of any other relevant applicable regulatory authority or funder.
8. The applicant shall:
 - 8.1 Supply to the Council, at such times as it shall reasonably request, copies of all documents, files, details, invoices, receipts, software and results (in whatever form) relating to the activities conducted to date in connection with the Grant and how the Grant has been applied.
 - 8.2 The applicant will also on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly with this Agreement;
 - 8.3 Not sell or dispose of any equipment or other assets purchased with funding from the Grant within five (5) years from receiving the Grant
 - 8.4 Maintain all goods purchased with the Grant for at least five (5) years from the date the goods were purchased;
 - 8.5 Keep all financial records and accounts including receipts for items purchased with the Grant for at least 6 years from the end of the financial year in which the transaction took place;
 - 8.6 Immediately inform the Council in writing of any significant development and/or problems that it encounters in relation to the Grant;
 - 8.7 Cooperate with the Council in the evaluation and/or monitoring of the project;
 - 8.8 Undertake to indemnify the Council in respect of any liability or claim made against the Council by any third party which arises in any way in relation to the Grant and these conditions;
 - 8.9 The applicant shall promote the facilities/ equipment amongst intended users;
9. The applicant undertakes and warrants that:
 - 9.1 To the best of its knowledge, all information, data and materials provided at any time by or on behalf of the applicant is true, accurate and complete and it has provided to the Council all information which it might reasonably be thought to be relevant to the decision by the Council to give the Grant;
 - 9.2 That it will comply with all applicable laws and regulations and will not infringe the rights of any third party;

- 9.3 It has or will obtain all necessary rights, licences, consents, approvals, permissions, permits and other certificates necessary.
10. The applicant shall indemnify and keep the Council indemnified from and against all loss, damage or liabilities suffered by the Council arising from the applicants breach of these conditions including;
- 10.1 Any act of neglect or default of the applicant or its employees or agent
- 10.2 Any breach in respect of any matter arising from the delivery of the project resulting in any successful claim by any third party.
11. The Council can at its discretion demand repayment of all sums paid if
- 11.1 The applicant is in breach of any of these conditions; or
- 11.2 Any representation or warranty made by the applicant to the Council shall prove to have been incorrect in any material respect when made (or deemed made) or, if repeated at any time hereafter by reference to the facts subsisting at such time, would no longer be true and correct in all material respects.
12. Subject to the clauses 12.2 to 12.8 (Freedom of Information), each party shall during the term of this agreement and thereafter keep secret and confidential all 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.
- 12.1 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Know-How or other business, technical or commercial information which:
- (a) 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;
- (b) 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
- (c) is it 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 buy that party to the disclosing party.
- 12.2 The applicant acknowledges its duties under the Freedom of Information Act 2000 (including any subordinate legislation made under this Act from time to time together with any guidance and/ or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004) (together "FOIA") and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 12.3 If the applicant is not a public authority, the applicant acknowledges that the Council is subject to the requirements of the FOIA and will assist and co-operate with the Council to enable the Council to comply with its disclosure obligations under the FOIA. Accordingly the applicant agrees:
- (a) that any relevant deeds of variation, the Agreement and any other recorded information held by the applicant on the Council's behalf for the purposes of the Agreement are subject to the obligations and commitments of the applicant under the FOIA;
- (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Council;
- (c) that if the applicant receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Council) and will promptly (and in any event within 2 working days) transfer the request to the Council;
- (d) that the Council, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the applicant and the agreement and any related documentation either without consulting with the applicant, or following consultation with the applicant and having taken its views into account; and
- (e) to assist the Council in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records, management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within 5 working days of such request and without charge.

- 12.4 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement and any related deeds of variation are not Confidential Information.
- 12.5 Notwithstanding any other provision of the agreement, the applicant consents to the publication of any deeds of variation and the agreement in their entirety including from time to time any agreed changes subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.6 In preparing a copy of the agreement or any deed of variation for publication the Council may consult with the applicant to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Council's absolute discretion.
- 12.7 The applicant shall assist and co-operate with the Council to enable the Council to publish the agreement and any relevant documentation including deeds of variation.
- 12.8 In order to comply with the Government's policy on transparency in the areas of agreements and procurement the Council will be disclosing information on its website in relation to expenditure over £500 (five hundred pounds) in relation to the agreement. The information will include the applicant's name and the fee paid. The parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- 12.9 The Council shall be responsible for any of its costs associated with compliance with the provisions of Clauses 12.2 to 12.8.
- 12.10 The applicant shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
- 12.11 The applicant shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council's Representative and the Safeguarding Adults team 0300 1234 131 in respect of a vulnerable adult or the Multi Agency Referral Unit (MARU) 0300 123 1116 in respect of a child. The applicant's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.
- 12.12 The applicant shall ensure that children and/or vulnerable adults are safeguarded from any form or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.
- 12.13 The applicant shall comply with all statutory obligations and Client and Government policies (including but not limited to the Client's Safeguarding Policy, Safeguarding Guidance for Providers and the South West Safeguarding Procedures) in respect of safeguarding as applicable and amended from time to time.
- 12.14 The applicant shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of clauses 12.10 to 12.13 have been met.
- 12.15 The applicant must comply with any instruction given by the applicant in respect of this Clauses 12.10 to 12.13.
13. The applicant shall not without the written consent of the Council assign or transfer any of its rights or obligations under these conditions.
14. Except as required by law, no announcement or press release in connection with the Grant shall be made or issued by or on behalf of the Council or the applicant without the prior approval of the both parties.
15. These conditions and the contract arising out of the applicant's acceptance of the Grant on these conditions, shall be governed by and construed in all respects in accordance with the laws of England.